

## MARKETING REPRESENTATION AGREEMENT

This Marketing Representation Agreement (hereinafter referred to as "**Agreement**") is made on \_\_\_\_ day of \_\_\_\_\_ of 2021 at New Delhi.

### BY AND BETWEEN

\_\_\_\_\_, a company incorporated under the Companies Act 1956/2013<sup>1</sup>, with corporate identity number \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter referred to "**VENDOR**") which expression shall unless repugnant to the context thereof shall be deemed to include its successors and its permitted assigns) of the **FIRST PART**;

### AND

**PHFL Home Loans and Services Ltd**, a company registered under Companies Act, 2013, having its registered office at 207,209 Second Floor, Antriksh Bhawan, 22 Kasturba Gandhi Marg, New Delhi 110001 (hereinafter referred to as "**PHFL**", which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **OTHER PART**.

VENDOR and PHFL are hereinafter individually referred to as "**Party**" and collectively referred to as "**Parties**".

### WHEREAS

- A. VENDOR is inter-alia engaged in the business of providing marketing services to its Customers (*as defined hereunder*) through brand and product promotion which includes, but is not limited, to website display of ads, hoardings at branch/office premises, email campaigns and event management (hereinafter referred to as "**Services**").
- B. PHFL is engaged in the business of rendering of professional/consultancy services including sourcing, marketing, promoting, publicizing, advertising, soliciting, distributing any kind of financial instruments or all classes of insurance product or syndicated credit products or investment products or wealth products to various customers.
- C. VENDOR wishes to place advertisements on the website of PHFL and its affiliates/associates/group companies including hoardings, standees at their office premises and it has approached PHFL for allowing them the use of space on the online portal as well as office premises of PHFL and its associate/group companies for promotion of the brand of their Customers.
- D. In consideration, VENDOR shall make payment to PHFL for providing such Facility (as defined hereunder). The scheme of method of payment is more particularly defined in **Clause 7- Payments and Advances**.
- E. To carry out this intention, the Parties are desirous of entering into this Agreement on mutual basis on the terms and conditions as contained here in below.
- F. The Parties wish to record their understanding in this Agreement, which shall govern their relationship and other mutual arrangements between the Parties.

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<sup>1</sup> Retain, as applicable

**THEREFORE IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO RECORD THEIR UNDERSTANDING AS FOLLOWS:**

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

For the purpose of this Agreement, the following terms shall have the meanings set out below:

- a. **“Agreement”** or **“this Agreement”** means this Marketing Representation Agreement, as may be amended, supplemented or replaced or otherwise modified from time to time and shall include any document which amends, supplements, replaces or otherwise modifies this agreement, together with the recitals and all the Annexures attached hereto.
- b. **"Marketing"** means providing of activities/Services/Facilities as more particularly set out in Annexure A to this Agreement.
- c. **"Applicable Laws”** or **“Laws”** means all laws in force and effect as of the date hereof within the territory of India and which may be promulgated or brought into force and effect hereinafter including any revisions, amendments or re-enactments including without limitation rules, regulations, notifications, guidelines, policies, directives and orders of government of India, statutory authority, tribunal, board regulations and notifications made there under and judgments, decrees, injunctions, writs, orders and notifications issued by any court of record or any appropriate authorities in India, including, without limitation the Ministry of Information and Broadcasting of India and the Telecom Regulatory Authority of India.
- d. **“Confidential Information”** means any and all data, reports, records, correspondence, assignment instructions, schedules and other subsequent agreements and other information/documentation exchanged directly or indirectly between the Parties or any of their representatives relating to or in any way connected with the execution of this Agreement, or relating to any of their business activities actual or proposed, which is disclosed in writing or in machine readable term or by any other means and includes, without limitation, any information ascertainable by inspection.
- e. **“Customers”** shall mean the clients of VENDOR who have availed the services of VENDOR for its brand promotion and campaigning.
- f. **“Disclosing Party”** shall mean the party that discloses Confidential Information under this Agreement.
- g. **“Facility”** shall mean the facility of making available the website of PHFL and its affiliates/associates/group companies to VENDOR for promotional activities including placing hoardings, standees at their office premises or outdoor hoardings, as more particularly set out in **Annexure A** to this Agreement.
- h. **“Fees”** means the amount payable by VENDOR to PHFL, as detailed in Annexure B hereto.
- i. **"Intellectual Property Rights" or “IPR”** includes trademarks and other trade and service marks (whether registered or not or capable of registration) and/or its affiliates, company names and trading names, brand name(s), logo(s), literary works, software(s), web sites, artistic works, whether registered or not, registered designs, inventions, patents (including petty patents), and design rights, copyright of any kind and where appropriate, applications for any of the foregoing, confidential information including know-how and trade secrets including proprietary information.

- j. **"Receiving Party"** shall mean the party that receives Confidential Information from the Disclosing Party.
- k. **"Territory"** means the political territory of India.

## 1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- a. Words using the singular or plural number also include the plural or singular number, respectively;
- b. References to any gender are deemed to include the other gender;
- c. Reference to the word "include" shall be construed without limitation;
- d. Unless the context or meaning otherwise requires, the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement;
- e. Unless specifically referenced to a different instrument, the terms "Clause" or "Annexure" refer to the specified clause or annexure of this Agreement;
- f. Reference to any legislation or Applicable Law or to any provision thereof shall include references to such legislation or applicable Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- g. The recitals and Annexures hereto shall constitute an integral part of this Agreement;
- h. The index, bold typeface, headings and titles herein are used for convenience of reference only and shall not affect the construction of this Agreement;
- i. Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended in writing by the Parties, such extended time shall also be of the essence;
- j. When any number of days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day that is a Business Day;
- k. Reference to any document includes an amendment of that document, but disregarding any amendment made in breach of this Agreement; and
- l. Reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly.

## 2. ARRANGEMENT BETWEEN THE PARTIES

- 2.1 In order to do marketing, brand promotion, advertisement, web advertisement & marketing, and campaigning of its Customers, VENDOR has approached PHFL. VENDOR desires to use the website portal of PHFL/its affiliates/associate/group companies for placing of advertisements of its Customers including placing hoardings and standees for the purpose of brand promotion of its Customers at the granted office premises of PHFL, its affiliates/associate/group companies.
- 2.2 Basis the representations and warranties given by VENDOR, PHFL has agreed to grant the Facility to VENDOR for the purposes of marketing and promotion as requested by VENDOR on specific and individual campaigns/ marketing activities.
- 2.3 In consideration of PHFL granting the Facility to VENDOR, VENDOR hereby agrees to promote or tender business for marketing and promotion to PHFL. In addition to this, VENDOR shall also pay Fees as more particularly set out in this Agreement.

- 2.4 VENDOR agrees that before entering into any agreement, settlement, negotiation, purchase order or release order, whether written or oral, between VENDOR and its Customers/third party, for any marketing activity in the context of this Agreement, the same has to be communicated by VENDOR to PHFL and only after due written approval of PHFL, the same shall be finalized. After such finalization, any agreement, settlement, negotiation, purchase order or release order, whether written or oral, between VENDOR and any Customer/third party in the context of this Agreement shall be immediately communicated by VENDOR to PHFL.
- 2.5 VENDOR shall define its terms with its Customers, which shall not be detrimental to the interests of PHFL/its affiliates/associate/group companies and such terms shall be informed by VENDOR to PHFL.
- 2.6 PHFL to give consent to such terms with due consideration to interests of itself as well as its affiliates/associate/group companies, whose website portals, premises and other services shall be utilized for the purpose of this Agreement. On receipt of consent, VENDOR will enter into an agreement with its Customers.
- 2.7 The content of the advertisements (“**Content**”) which is required to be placed at the website/office premises of PHFL/ its affiliates/associate/group companies shall be provided by VENDOR. PHFL reserves the right to review such Contents as provided by VENDOR. All the Contents will be placed at the website/office premises of PHFL/ its affiliates/associate/group companies only after written confirmation from PHFL. It is hereby agreed between the Parties that VENDOR shall be solely liable and responsible in the event if there is any defect in the Contents provided by VENDOR.
- 2.8 This arrangement is on non-exclusive basis and accordingly, PHFL is free to have arrangements and agreements with any other company/firm/agency etc. for similar services/facilities as provided to VENDOR and VENDOR hereby confirms that it has no objection to the same.

### **3. COVENANTS OF VENDOR**

VENDOR covenants as follows:

- 3.1 VENDOR shall not conduct any activity on the website portal/office premises of PHFL/its affiliates/associate/group companies in respect of any product or service of its Customers, which is unlawful/illegal under the Applicable Laws.
- 3.2 VENDOR shall comply with all Applicable Laws, rules and regulations.
- 3.3 The provision of Facility by PHFL/its affiliates/associate/group companies in terms of this Agreement shall not result in the infringement of any third party Intellectual Property Rights. VENDOR hereby confirms and agrees that the Facility and any other work performed by PHFL/its affiliates/associate/group companies hereunder shall not, to the best of its knowledge, infringe upon any copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third-party including the Customers of VENDOR. Further, VENDOR hereby agrees that neither PHFL nor its affiliates/associate/group companies shall be liable for any claim made by any third party including Customers of VENDOR with regard to the infringement of any Intellectual Property Rights.
- 3.4 VENDOR shall not do any covert or overt act or engage in any illegal, deceptive, misleading, unethical or improper practice or any other practices which may adversely affect or cause disparagement to PHFL or in any way injure the reputation of PHFL and shall ensure that its personnel/employees also adhere to the same.

- 3.5 VENDOR shall procure and keep valid all necessary licenses, permissions, authorizations, consents, approvals and registrations with/ from any government department, agency, authority or any other person required for it to perform its obligations under this Agreement and bear sole and exclusive responsibility for all compliances with such licenses permissions, authorizations, consents, approvals and registrations applicable if any. Further, VENDOR shall immediately bring to the notice of PHFL, any expiry, modification, or suspension of any such approvals/licenses and the initiation of any adverse action by the relevant authority concerned in relation thereto.
- 3.6 PHFL/its affiliates/associate/group companies shall not be held liable for any misrepresentation or contents of the advertisement, any third party claim.
- 3.7 This Agreement to which VENDOR is a party when executed and delivered shall be, the legal, valid and binding obligation of VENDOR.

#### **4. FEES AND PAYMENTS**

- 4.1 In consideration of the PHFL rendering the Facility under this Agreement, VENDOR shall pay the Fees to PHFL, as per the **Annexure – B** enclosed hereto.
- 4.2 The invoices for the Facility rendered shall be raised by PHFL at the end of each month. VENDOR shall make payment of Fee to PHFL within 15 working days of receipt of proper original invoice with VENDOR. . All payments shall be made subject to deduction of all applicable GST or Taxes. Any invoiced amounts that remain unpaid beyond 15 (fifteen) days from the date of its receipt and that are not disputed in writing by VENDOR will attract interest at the rate of 1% per month and VENDOR agrees to pay this interest amount in addition to the unpaid invoiced amount. In addition to this, in the event of non-payment of invoiced amount within the above stipulated timelines, PHFL reserves the right to remove the advertisements from the website/office premises of PHFL/its affiliates/associate/group companies.
- 4.3 The Invoice must indicate separately each Facility in the bill presented by PHFL.
- 4.4 The Parties agrees that in the event of any dispute in relation to the invoices, the decision of PHFL shall be final & binding on the parties.
- 4.5 It may be noted that Fees shall be dynamic in nature and it may vary from month to month.

#### **5. CONFIDENTIALITY**

- 5.1 Parties agree that they shall not disclose to any person or otherwise make use of any secrets or Confidential Information concerning the terms or subject matter of this Agreement. Further, and they shall use all their reasonable endeavors to prevent the disclosure of any such secrets or Confidential Information by any third party. However, the secrets or Confidential Information may be disclosed by the Parties to their respective officers, employees, directors or professional advisors, subject to such persons undertaking to treat such information as strictly confidential. The above obligation of confidentiality shall not be applicable to the information which is
- i. already in the public domain or becomes available to the public other than through the act or omission of the party disclosing such information; or
  - ii. required to be disclosed under Applicable Laws;

- iii. was in the Receiving Party's possession before receiving the same from the Disclosing Party pursuant to this Agreement;
- iv. is rightfully received by the Receiving Party from a third party without a duty of confidentiality;
- v. is disclosed by the Receiving Party with the Disclosing Party's prior written approval.

5.2 The Parties shall maintain utmost confidentiality regarding the contents of this Agreement and all the terms contained herein at all times and none of the Parties will make any announcement to the public or to any third party regarding the arrangements contemplated by this Agreement without the consent of the other in writing which shall not be unreasonably withheld.

5.3 VENDOR acknowledges that it or its employees may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information which is proprietary to or confidential to PHFL or its clients or to third parties to whom the Party owes a duty of confidentiality. VENDOR agrees to hold such information in strict confidence and to not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or to use such information for any purposes whatsoever other than the provision of services as contemplated by this Agreement and to advise each of its employees who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential.

5.4 VENDOR acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of Confidential Information and that PHFL shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

## **6. REPRESENTATION AND WARRANTIES**

6.1 Each Party represents and warrants to the other Party that:

- a) It is a duly organized and validly existing under the laws of India and is in good standing under the laws of its business;
- b) It has full power and authority to enter into this Agreement and to take action and execute any documents required by the terms hereof and this Agreement is enforceable in accordance with the terms hereof and the Persons executing this Agreement on its behalf are duly empowered and authorized to execute this Agreement and perform all its obligations in accordance with the terms herein.
- c) Upon execution hereof, this Agreement shall be legally binding and enforceable against itself.

6.2 VENDOR further represents, warrants and covenants to PHFL (and repeated every day during the Term of this Agreement) that-

- a) it has the right, power and authority necessary to enter into, deliver and perform its obligations under this Agreement and VENDOR will not infringe any right of any third party;
- b) it has obtained all permits, approvals and licenses required under Applicable laws, if any, necessary to give effect to this Agreement. This Agreement constitutes a legal, valid and binding agreement/ obligation of VENDOR, enforceable in accordance with the terms and conditions contained herein;
- c) There is no action, suit, proceeding or investigation pending or threatened against VENDOR which questions the validity of this Agreement or the right of VENDOR to enter into this Agreement;

- d) It is in compliance with and shall comply with all Applicable Laws with respect to its covenants under this Agreement and it will not do any act or thing which causes the other Party to violate any of the Applicable Laws;
- e) VENDOR shall comply with the terms and conditions of this Agreement and will not violate any Applicable laws, regulations or any third-party agreements;
- f) It has not withheld any information which is required for effective performance of the contractual obligations under this Agreement and that information provided to PHFL is complete, true and accurate to the best of its knowledge and belief;
- g) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, or the fulfilment of or the compliance with the terms and conditions of this Agreement, conflict with or result in a breach of any legal restriction (including without limitation, any judgment, order, injunction, decree or ruling of any court or governmental authority, or any federal, state, local or other law, statute, rule or regulation) or any covenant or agreement or instrument to which it is a party, or by which it or any of its property is bound, nor does such execution, delivery, consummation or compliance violate or result in the violation of its constitutional documents;
- h) It has taken the requisite consent from its Customers for sharing their data with PHFL/its affiliates/associate/group companies for the purpose of marketing, brand promotion and campaigning of its Customers;
- i) it will undertake, not to allow access to content and/or make available content, or engage in any activity which is or may be likely to-
  - (i) impersonate affinity or endorsement by any third party when it is not the case, or is use, engage with or facilitate deceptive, misleading or false representations or notifications to the users, or mimic the functionality, look and feel, notifications or warnings of the operating system or other apps, or divert users or provide links to any other site that mimics or passes itself off as another app or service;
  - (ii) allow unauthorized publishing or disclosure of any person's private and confidential information;
  - (iii) harm, interfere with the operation of, or accesses in an unauthorized manner, networks, servers, application programming interfaces (APIs), or other infrastructure;
  - (iv) encourage, incentivize, or mislead users into removing or disabling third-party apps, or engages in any behavior that may interfere with other services, applications or their ads or impeding the performance thereof;
  - (v) create unpredictable network usage that has an adverse impact on a user's service charges or a

carrier's network.

- j) VENDOR will identify or label the content in accordance with applicable laws and regulations, including by disclosing the source or nature of the content, the form of which shall be pre-agreed by the parties hereto, provided, however, that such agreement does not contradict with VENDOR terms of use and privacy policy, and does not otherwise conflict with VENDOR undertakings towards a third party.

VENDOR acknowledges that PHFL has entered into this Agreement on the basis of, and in full reliance on, each of the representations mentioned in this Clause 6.

## **7. INDEMNIFICATION**

- 7.1 VENDOR (“**Indemnifying Party**”) hereby agrees to indemnify, defend, hold harmless and keep indemnified PHFL, its affiliates, associate/group companies, their employees, personnel, officers, directors (hereinafter collectively referred to as “**Indemnified Party**”) from and against any and all liabilities, obligations, losses, expenses, costs, claims, damage actions, expenses, third party claims, (including attorney’s fees) or any other loss of any kind whatsoever which may arise on account of:
- i. any breach or inaccuracy of any representation, warranty or covenant set forth in this Agreement or any other breach of any term this Agreement by VENDOR ;
  - ii. the publication of any advertisement or editorial or any advertisement material supplied by VENDOR; ;
  - iii. An act or omission of VENDOR, its employees, agents, third Party in the performance of the obligations under this Agreement;
  - iv. Any or all services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;
  - v. Breach of confidentiality obligations of VENDOR contained in this Agreement;
  - vi. negligence, willful misconduct or misconduct solely attributable to VENDOR or its employees or its Customers;
  - vii. Any loss or liability incurred by the PHFL arising out of or in connection with any third-Party claim or any action or restraint with regard to use of Intellectual Property Right during the duration of this Agreement;
  - viii. breach of any Applicable Law by VENDOR
- 7.2 VENDOR agrees and understands that the website portals are prone to security breaches, breaches of confidentiality, leaks of intellectual property. The breaches and leaks may have a devastating impact on the PHFL’s brand image, therefore VENDOR agrees to indemnify Indemnified Party for any loss suffered by Indemnified Party on account of any such breaches and leaks.
- 7.3 If a third party including the Customer makes a claim against the Indemnified Party, that any advertisement, information, design, specification or data (“**Material**”) furnished by VENDOR under this Agreement and used by Indemnified Party, infringes such third party’s Intellectual Property Rights (the “**Claim**”), VENDOR, at its sole cost and expense, shall defend Indemnified Party against the Claim and indemnify Indemnified Party from the damages, liabilities, costs and expenses incurred, or awarded by the court to the third party making the Claim, or the settlement agreed to between the parties. Indemnified Party shall not be responsible for any issues or disputes raised by any third parties as regard the usage of such third party information/data/logo by PHFL/its affiliates/associate/group companies.
- 7.4 The indemnification rights of PHFL, under this clause is independent of, and in addition to such rights and remedies as the party may have at law or in equity or otherwise, including the right to seek specific



performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

- 7.5 VENDOR represents and warrants to PHFL that it is in compliance with and shall comply with all Applicable laws with respect to its covenants under this Agreement and it will not do any act or thing which causes PHFL to violate any such Applicable Laws.

## **8. LIMITATION OF LIABILITY**

In no event, PHFL/its affiliates/associate/group companies shall be liable for any special, incidental, indirect, direct, exemplary, punitive, compensatory, or consequential damages (including loss of use, data, business or profits) arising out of or in connection with this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not PHFL/its affiliates/associate/group companies has been advised of the possibility of such loss or damage.

## **9. TERMS AND TERMINATION**

- 9.1 **Term:** This Agreement, shall be effective from \_\_\_\_\_ and shall remain valid and in force for a period of \_\_\_\_\_, unless it is terminated earlier in accordance with Clause 9 of this Agreement.

- 9.2 **Renewal:** Prior to the expiry of this Agreement, the Parties may renew/extend the term of this Agreement on such terms as may be mutually agreed between the Parties.

- 9.3 **Termination for Convenience:** Each Party reserves the right to terminate this Agreement without assigning any reasons whatsoever by providing a prior written notice of one (1) month to the other Party.

- 9.4 **Termination for Cause:** Notwithstanding anything herein contained, PHFL may (without prejudice to any of its other right or remedies under the Agreement or in law) terminate this Agreement immediately, at any time without any notice, under any one or more of the following events:

- (i) Material breach of this Agreement by VENDOR which has not been cured within fifteen (15) days of being required in writing to do so;
- (ii) the bankruptcy, insolvency or appointment of receiver over the assets of VENDOR; .
- (iii) if VENDOR ceases to operate / do business in the Territory for any reasons and/or if any license or permission required for providing service from any authority is revoked or suspended or is not renewed by an order in writing;
- (iv) if there is any change to the Control of VENDOR by way of any Competitor of PHFL directly gaining control of the business. ("Control" meaning for this purpose, the power to manage whether through the ownership of more than 51% voting securities, by contract or by alteration of the memorandum or articles of association or any constitutional documents or otherwise. As and when ownership changes, VENDOR has to inform PHFL) ("Competitor" meaning for this purpose, any person or company which is in the business as that of PHFL, engaged in the business of rendering of professional/consultancy services including sourcing, marketing, promoting, publicizing, advertising, soliciting, distributing any kind of financial instruments or all classes of insurance product or syndicated credit products or investment products or wealth products to various customers);

- (v) if the provision of the Facility provided is questioned by any authority or it is declared as impermissible by any authority or is construed as violation of license by any authority or if PHFL receives any notice in this regard from any authority or in the sole judgment/discretion of PHFL at any time, it is not permissible in law, inspite of the fact that VENDOR may have incurred any investment on the strength of this Agreement and it will not create any actual or potential liability or any obligation for PHFL.
- (vi) if the VENDOR has not been able to achieve the mutually agreed and set targets or proposal continuously for the period of past 3 months or more.

**9.5 Consequences of Termination:** Upon expiration/termination of this Agreement, for any reason:

- (i) VENDOR shall pay the entire outstanding Fees with respect to the Facilities rendered by PHFL//its affiliates/associate/group companies under this Agreement till the termination date;
- (ii) This Agreement shall continue under the same terms and conditions till the termination date;
- (iii) Termination of this Agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming in to force or the continuance in force of any position hereof which is expressly or implication intended to come into or continue in force on or after such termination.

**10. SUB CONTRACTING**

The Parties hereby agree that PHFL reserves the right to sub-contract any of its responsibilities contained in this Agreement to any sub agent or subcontractor or any other person (including its affiliates/associate/group companies), without any permission of VENDOR.

**11. GENERAL PROVISIONS**

- 11.1 **Amendments:** No variation of or amendment to this Agreement shall be effective or binding on either Party unless made in writing and signed by the Parties hereto (or their duly authorized representatives).
- 11.2 **Relationship between the Parties:** This Agreement is entered between the Parties on Principal-to-Principal basis. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, employment or agency relationship between the Parties.
- 11.3 **Severability:** If any term or provision of this Agreement is found by a tribunal or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole (which shall continue to remain valid, binding and enforceable by and against the Parties notwithstanding any such finding) but such term or provision may be mutually modified or deleted to the extent necessary, to render such term or provision enforceable. Upon such modification, the rights and obligations of the Parties shall be construed and enforced in accordance with such modification, preserving to the fullest permissible extent the intent and agreements of the Parties set forth in this Agreement.
- 11.4 **Assignment:** VENDOR shall not assign, in whole or in part, the benefits or obligations of this Agreement to any other person without the prior written consent of PHFL. However, PHFL may assign its benefits or obligations under this Agreement to any person including its affiliates/its associates/group companies, without prior consent/intimation to VENDOR.

- 11.5 **Survival of Provisions:** The confidentiality obligations of VENDOR, the Indemnity obligations of VENDOR, the Governing Law and Jurisdiction, Dispute Resolution and General Provisions shall survive the expiration, cancellation or termination of this Agreement.
- 11.6 **Cumulative Rights:** All rights and remedies, whether conferred hereunder, or by any other instrument or law, unless otherwise expressly stated, shall be cumulative and may be exercised singularly or concurrently. The failure of any Party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such Party thereafter to enforce such provisions.
- 11.7 **Force Majeure:** Neither Party shall be liable for failure to timely perform under this Agreement to the extent that its performance is delayed by a force majeure event when caused by any of the following which are beyond the Party's reasonable control, without the Party's fault or negligence, and which could not have been avoided by the Party's use of due care, including but not limited to, acts of God including hurricanes, tornadoes, earthquakes and floods; acts of terrorism; civil unrest; interference by civil or military authority, including war and embargoes; fires; epidemics; pandemics and labour strikes (other than labour strikes with the work force of the delayed Party). The Party claiming force majeure has the burden of establishing that a force majeure event has delayed performance and will use commercially reasonable efforts to minimize the delay. If VENDOR claims a force majeure event that delays its performance by more than 1 (one) month, PHFL may cancel any further performance or terminate this Agreement with no liability.
- 11.8 **Dispute Resolution:** If any question, issue, difference or dispute arises between the Parties as to the interpretation of this Agreement or as to the duties or liabilities of either Party, hereunder or as to any matter or thing arising out of or under this Agreement the same shall be referred to and settled by a sole Arbitrator to be appointed mutually by both the Parties. The Arbitration proceedings shall be conducted at New Delhi in accordance with the Indian Laws (both Substantive and Procedural) under the Arbitration and Conciliation Act 1996 as amended and reenacted from time to time and the Award so made shall be final and binding on both the Parties. The cost of arbitration shall be borne by both the Parties. The language of arbitration proceedings shall be English.
- 11.9 **Governing Law and Jurisdiction:** This Agreement shall be exclusively governed by the laws of India and the courts at New Delhi shall have exclusive jurisdiction to try and entertain any dispute arising out this Agreement.
- 11.10 **Entire Agreement:** This Agreement contains the entire and only agreement between the Parties hereto and cancels and supersedes all pre-existing proposals, agreements and/or understandings between the Parties respecting the subjected matter hereof, and any representation, promise, or condition in connection therewith not incorporated herein is canceled and shall not be binding upon either Party. This Agreement may not be released, discharged, abandoned, changed, modified, amended, or renewed in any manner, except by written agreement signed by both Parties.
- 11.11 **Counterparts:** This Agreement has been executed in two counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.
- 11.12 **Notices:** All notices, reports, or other correspondence/communication which may or must be given under this Agreement shall be given in writing in English language and may be sent by personal delivery or courier or registered mail, return receipt or email at the address mentioned herein below. Such notices, requests and other communications shall be deemed to be received and made effective: (i) on the date of delivery if delivered by hand; (ii) upon the date of the courier's/postal departments verification of delivery at the specified address if sent by a courier or registered post; (iii) upon delivery in case of an email.

**Notices to PHFL:**

Name : PHFL Home Loans and Services Ltd  
Address : 207,209 Second Floor, Antriksh Bhawan, 22 Kasturba Gandhi Marg,  
New Delhi 110001

Email:

**Notices to VENDOR:**

Name : \_\_\_\_\_

Address : \_\_\_\_\_

Email: : \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date, month and year first above mentioned.

**SIGNED AND DELIVERED BY VENDOR,      SIGNED AND DELIVERED BY PHFL Home**  
\_\_\_\_\_**Loans and Services Limited**

Authorized Signatory  
Name:  
Designation:  
Date:  
Place:

Authorized Signatory  
Name:  
Designation:  
Date:  
Place:

**Annexure- A**

**Details of the Facility**

- VENDOR may use the website PHFL and its affiliates/associates/group companies to display the advertisements or logos of their Customers for a predefined period as agreed between the Parties under this Agreement;
- Making available the website of PHFL and its affiliates/associates/group companies to VENDOR for promotional activities, marketing, brand promotion, advertisement, web advertisement and campaigning of the Customers of VENDOR;
- Placing hoardings and standees for the purpose of brand promotion of the Customers of VENDOR at the granted office premises of PHFL, its affiliates/associate/group companies.
- VENDOR shall only place those advertisements of its Customers, which are not competing with the products and services of PHFL and its affiliates/associates/group companies.

**Annexure B**

**Details of the Fees**

*(To be inserted)*