Terms & Conditions for Referral / Connectors

1. **Definitions**

   Bank" means Utkarsh Small Finance Bank Limited (USFBL); "Connector / Referral Associate" means the person or entity empanelled solely for the purpose of referring potential customers to the Bank; "Customer" means a prospective borrower referred by the Connector**.**

2. Nature of Appointment

2.1 The Connector is empanelled on a **non-exclusive and non-binding basis** for the limited purpose of referring potential customers to the Bank.

2.2 This empanelment **does not create**:

- an employer–employee relationship,
- a partnership, agency, or joint venture, or
- any authority to bind or represent the Bank.

2.3 The Bank may empanel multiple connectors at its sole discretion.

3. Scope of Services

The Connector's role shall be **strictly limited to referral activities**, including:

a. Identifying and referring potential customers for the Bank's Products.
b. Sharing only **basic customer details** in one instance, such as:

- Name
- Mobile Number
- Address / PIN Code
- Indicative loan requirement
- Customer profile (Salaried / SEP / SENP)
- Product typee. Assisting the Bank during promotional activities, loan melas or campaigns, if requested.

c. The Referral/Connector shall comply with the Indian Banks' Association (IBA) Code of Conduct for Referral/Connector, including the requirements relating to adequate training, sensitivity in customer dealings, fair solicitation practices, and protection of customer information. The applicable Code of Conduct has been shared with the Referral/Connector and is also available on the Bank's official website, and is hereby acknowledged and accepted by the Referral/Connector.

4. Activities Expressly Excluded

The Connector **shall not**:

a. Conduct or participate in:

- KYC verification
- Credit appraisal
- Pre-sanction or post-sanction visits
- Documentation, execution or custody of documents
- Disbursement or collection of payments

b. Make any commitments, assurances, guarantees, or representations on behalf of the Bank.
c. Collect any documents other than basic lead information unless explicitly authorised in writing.
d. Act as a Direct Selling Agent (DSA) or perform DSA-like activities.

5. Fees & Payment

5.1 Referral fees, shall be payable **strictly as per the Bank's internal policy/schedule**, subject to eligibility and successful disbursement.

5.2 Referral fees shall be payable only upon duly completion of the empanelment process, including submission of all requisite documents as mandated at the time of empanelment.

5.3 Payment of referral fee shall be:

- discretionary,
- subject to compliance with these T&Cs, and
- subject to applicable taxes and deductions.

5.4 The Connector shall **not charge or collect any fee** from customers, directly or indirectly.

6. Use of Bank Name & Branding

6.1 The Connector shall **not use or display** the Bank's:

- name,
- logo,
- trademark, or
- branding materials

without prior **written approval** of the Bank.

6.2 The Connector shall not portray itself as an employee, representative, or agent of the Bank.

7. Confidentiality & Data Protection

7.1 All customer data, Bank information, and business terms are **strictly confidential**.

7.2 The Connector shall:

- use information only for referral purposes,
- not store, misuse, or share data unauthorizedly, and
- comply with applicable data protection laws.

7.3 Confidentiality obligations shall **survive termination** of empanelment.

8. Compliance & Conduct

The Connector undertakes to:

a. Act honestly, diligently, and in good faith.
b. Comply with all applicable laws, RBI guidelines, and Bank policies.
c. Avoid any act that may harm the Bank's reputation or goodwill.
d. Immediately inform the Bank of any change in ownership, constitution, or management within **7 days**.

9. Misconduct & Prohibited Practices

The following shall be treated as **material breach**:

- Fraud, misrepresentation, or data manipulation
- Sharing false or misleading customer information
- Charging customers any consideration
- Misuse of Bank branding or confidential information
- Conflict of interest without disclosure

10. Non-Assignment and Subcontracting

The Connector shall not assign, transfer, delegate, subcontract, or otherwise entrust any of its rights, obligations, or referral activities under this arrangement to any third party without the Bank's prior written consent. Any assignment, delegation, or subcontracting undertaken without such approval shall be deemed a material breach and may entitle the Bank to terminate the arrangement forthwith.

11. Term & Termination

11.1. The empanelment of a Connector/Referral Associate shall remain valid for a period of three (3) years from the date of empanelment by the Bank, unless terminated earlier by either party in accordance with the applicable terms and conditions. Submission or execution of the Application Form shall not, by itself, be construed as confirmation of empanelment, nor shall it create any binding arrangement, right, or obligation between the Bank and the Applicant. Empanelment shall become effective only upon approval and confirmation by the Bank.

11.2 The Bank may terminate empanelment **with immediate effect**, without notice, in case of:

- fraud or misconduct,
- breach of these T&Cs,
- regulatory or reputational risk to the Bank.
- Non-adherence of minimum service level as informed by the Bank from time to time.

11.3 Termination shall not entitle the Connector to any compensation or future claims.

12. Consequences of Termination

Upon termination, the Connector shall:

a. Cease all referral activities forth Bank.

b. Stop using the Bank's name or references.
c. Return or destroy all confidential information.

13. Indemnity and Liability

The Connector shall be solely responsible and liable for, and shall indemnify, defend, and hold harmless the Bank, its directors, officers, employees, and representatives from and against any and all losses, claims, damages, liabilities, penalties, costs, expenses (including reasonable legal fees), actions, proceedings, or demands arising out of or in connection with:

- breach of these T&Cs,
- fraud or negligence, or
- violation of applicable laws or customer claims.

14. Governing Law & Jurisdiction

13.1 These T&Cs shall be governed by **laws of India**.
13.2 Courts at **Varanasi / Mumbai** (as applicable) shall have jurisdiction.

15. Miscellaneous

a. The Bank reserves the right to amend these T&Cs from time to time.
b. Waiver of any right must be in writing.
c. Invalidity of any clause shall not affect the remaining provisions.