



INVITATION OF APPLICATIONS

FOR Selection and Empanelment of Business Associates for Undertaking Agri
Advances Related Activities

Ref: ABU&GSS/IC&GL/26-27/1

***ABU & GSS Department, Corporate Centre, Ground Floor, A-Wing, Raheja
Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021***

e-mail – dgmicgl.abu@sbi.co.in

022 – 6924 9426

Schedule of Events

SI No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email, and office address for sending any kind of correspondence regarding this APPLICATION)	Name: Ajay Kumar Saxena Designation: DGM IC&GL) Email ID: dgmicgl.abu@sbi.co.in Contact Number: 022 – 6924 9426 Contact Address: ABU & GSS Department, Corporate Centre, Ground Floor, A-Wing, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021 e-mail – dgmicgl.abu@sbi.co.in
2	Application/Document Availability including changes/amendments if any to be issued	APPLICATION may be downloaded from Bank's website https://www.sbi.co.in procurement news from 10 th Oct 2026 to 31 st Oct 2026.
3	Last date for requesting clarification	Up to 5:00 pm on 20 th Oct 2026. All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Last date, time for Application submission & mode of submission of Application	Up to 6:00 pm on 31 st Oct 2026. Applications may be submitted through email mentioned above (Hard Copy if required).
5	Address for submission of Application	State Bank of India, ABU & GSS Department, Corporate Centre, Ground Floor, A-Wing, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021 Email ID: dgmicgl.abu@sbi.co.in Contact Number: 022 – 6924 9426

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1. INVITATION OF APPLICATION

- i. **State Bank of India** (herein after referred to as '**SBI/the Bank**'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This INVITATION has been issued by **the Bank** on behalf of **SBG** for Selection and Empanelment of Business Associates for undertaking agri advances related activities.
- ii. In order to fulfil the objective of ensuring greater financial inclusion, increasing the outreach of banking sector and improve credit delivery, the Bank proposes to invite Applications from eligible Business Associates as per details/scope of work mentioned Clause 3 herein and specifically detailed in **Appendix-E** of this INVITATION document.
- iii. Business Associate shall mean any entity (i.e., juristic person) who meets the eligibility criteria given in **Appendix-C** of this INVITATION and willing to provide the services as required in this INVITATION. The interested Business Associates who agree to all the terms and conditions contained in this INVITATION may submit their applications with the information desired in this INVITATION.
- iv. Address for submission of Applications, contact details including email address for sending communications are given in 'Schedule of Events' of this APPLICATION.
- v. The purpose of this invitation is to engage BCs, NBFCs, MFIs, Start-ups, fintech's and other for-profit entities as Business Associates (BAs) for assisting the bank in one or more of the lending activities (sourcing, underwriting, sanctioning & disbursement) on a commission or service fee model.
- vi. This INVITATION document shall not be transferred, reproduced, or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Business Associates are advised to go through the entire INVITATION before submission of Applications to avoid any chance of elimination. The eligible Business Associates desirous of assisting bank in one or more of the lending activities are invited to submit their application in response to this INVITATION.
- viii. The criteria and the actual process of evaluation of the responses to this INVITATION and subsequent selection of the successful Business Associate will be entirely at Bank's discretion.

2. DISCLAIMER

- i. The information contained in this INVITATION or information provided subsequently to Business Associate(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this INVITATION.
- ii. This INVITATION is not an offer by State Bank of India, but an invitation to receive responses from the eligible Business Associates.
- iii. The purpose of this APPLICATION is to provide the Business Associate(s) with information to assist preparation of their Application proposals. This INVITATION does not claim to contain all the information each Business Associate may require. Each Business Associate should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this INVITATION and where necessary obtain independent advice/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this INVITATION .
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Business Associate under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this INVITATION or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the INVITATION and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Business Associate upon the statements contained in this INVITATION.
- vi. The Business Associate is expected to examine all instructions, forms, terms, and specifications in this INVITATION. Failure to furnish all information required under this INVITATION or to submit an Application not substantially responsive to this APPLICATION in all respect will be at the Business Associate's risk and may result in rejection of the Application.
- vii. The issue of this INVITATION does not imply that the Bank is bound to select an Business Associate or to award the contract to the selected Business Associate, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Applications or Business Associates without assigning any reason whatsoever before entering into

an agreement and/or its acceptance thereof by the successful Business Associate in this INVITATION.

3. SCOPE OF WORK (more particularly described in Appendix E) :

Activities from Sourcing to disbursement for loans up to Rs.5.00 Crores.

Please note that the entities already onboarded with SBI will also be eligible for this amount which was earlier capped at Rs. 50 Lacs. It will be effective from 01st Nov 2026. Already onboarded entities are not required to apply again under this process. Further, the products mentioned in Appendix – H (of Draft SLA) will also be applicable for the BAs already onboarded by the Bank.

One or more of the lending activities

- i. Sourcing fresh loans based on criteria specified by the Bank for applicable loan.
- ii. Obtaining KYC documents, completion of KYC before submission of loan applications to the Branches.
- iii. Assistance in Pre-sanction inspection and assistance in documentation and related formalities as and when required by the Bank.
- iv. Assist designated Branch/RACC/RACPC/SMECC in disbursement of these loans to the borrowers.
- v. Assist in providing loan utilisation certificate / determining proper end-use of funds.

The basket of products restricted for BAs to tap the market.

Maximum Loan Amount under individual product per borrower: Rs. 5.00 Crores.

S r N o	Name of the Product
1	Investment Credit Loans (Any type of Term Loan) Including but not limited to Agriculture Infrastructure Fund (AIF), Agri & Food Enterprises Loan (AFEL- TL), PM-Kusum (Component A, B, C and C-FLS), PM Formalization of Micro Food Processing Enterprises (PMFME), Asset Backed Agri Loans (ABAL), Construction of Warehouse / Cold Storage, Agri Allied Term Loans etc.
2	Agri & Food Enterprises Loan (AFEL) (CC) (Term Loan covered under Investment Credit)
3	Kisan Samriddhi Rinn (KSR) – High Value Loans for Crop Production (Minimum Rs. 5 Lacs)
4	Warehouse Receipt Financing – Agri (WHR – Agri)

4. PERMITTED ENTITIES

- i. Business Correspondents: National level BCs having large network (preferably in rural & semi urban areas)
- ii. For profit companies, NBFCs: Companies registered under Indian Companies Act, 2013 with large and widespread retail outlets including Non-Banking Financial Companies (NBFCs) and other for-profit companies.
- iii. MFIs: Micro Finance Institutions holding the proper MFI licence as well as having the minimum MFI/ECR rating, prescribed by the Bank.
- iv. Start-ups, FinTech's and other entities: non-Individuals entities, other than Societies and Trusts, with at least 2 years of active existence.

For sake of clarity, it is re-iterated that Societies, Trusts and Non-Governmental Agencies (NGOs) shall not be onboarded as Business Associates.

5. CONTENTS OF APPLICATION DOCUMENT

- i. The Business Associate must thoroughly study/analyze and properly understand the contents of this INVITITION, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this INVITITION or submission of Application not responsive to this APPLICATION in any respect will be at the Business Associate's risk and responsibility and the same may finally result in rejection of its application. The Bank has made considerable effort to ensure that accurate information is contained in this INVITITION and is supplied solely as guidelines for Business Associates.
- iii. The Application prepared by the Business Associate, as well as all correspondences and documents relating to the Application exchanged by the Business Associate and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Business Associates in response to this INVITITION will become the property of the Bank and will not be returned. Incomplete information in Application document may lead to non-consideration of the proposal.

6. APPLICATION PREPARATION AND SUBMISSION

The Mode of submission of Application shall be through email supported by Hard Copy if required.

- i. The Application is to be submitted for Selection and Empanelment of Business Associates for undertaking Agri advances related activities in

response to the APPLICATION. Scan documents mentioned below are to be submitted with signature of authorised signatory:

- (a) Index of all the documents, letters, Application forms etc. submitted in response to INVITITION A along with page numbers.
- (b) Application covering letter/Application form on the lines of **Appendix-A & B** on Business Associate's letter head.
- (c) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in Appendix-C.
- (d) Audited financial statement and profit and loss account statement of Business Associate as mentioned in Part-II. (If applicable)
- (e) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Application document. (If applicable)
- (f) Copy of registration certificate issued by competent authority as mentioned in Eligibility Criteria under Appendix-C. (If applicable)
- (g) Any other documents as required in Appendix D

Please note that the entities already onboarded with SBI are not required to apply again under this process.

7. DEADLINE FOR SUBMISSION OF APPLICATIONS

- i. Applications must be submitted by the date and time mentioned in the "Schedule of Events".
- ii. In case the Bank extends the scheduled date of submission of Application document, the Applications shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Business Associates will remain the same.
- iii. Any Application received after the deadline for submission of Applications prescribed, will be rejected.

8. APPLICATION INTEGRITY

Misrepresentation of any fact within the Application will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Business Associates shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Application document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

9. DIGITAL PERSONAL DATA PROTECTION

The Business Associate shall comply with the obligations arising out of the Digital Personal Data Protection Act, 2023. Any processing of Personal Data by the Business Associate in the performance of this

engagement/empanelment shall be in compliance with the above Act. The Business Associate shall also procure that all its men/agents/employees engaged by it shall act in compliance with the above Act. Upon selection, the Business Associate shall execute Data Processing Agreement in the format given herewith as Appendix-I.

10. POWERS TO VARY OR OMIT WORK

- i. No alterations, amendments, omissions, additions, suspensions, or variations of the work (hereinafter referred to as variation) under the contract shall be made by the selected Business Associate except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the selected Business Associate to make any variation without prejudice to the contract.

11. BANK'S RIGHT TO ACCEPT ANY APPLICATION AND TO REJECT ANY OR ALL APPLICATIONS

The Bank reserves the right to accept or reject any Application in part or in full or to cancel the Application process and reject all Applications at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Business Associate or Business Associates or any obligation to inform the affected Business Associate or Business Associates of the grounds for the Bank's action.

12. RIGHT TO VERIFICATION

The Bank reserves the right to verify any or all the records maintained by the Business Associate as prescribed in the process, if necessary, to establish to its satisfaction about the Business Associate's capacity / capabilities to perform the job.

13. BUSINESS ASSOCIATE'S OBLIGATIONS

- i. Business Associate is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

- ii. Business Associate is obliged to work closely with the Bank's staff, act within its own authority and application by directives issued by the Bank from time to time and complete implementation activities.
- iii. Business Associate is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- iv. Business Associate shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank.

14. CODE OF CONDUCT

The Agreement / MOU entered with BA may also include the Code of Conduct (contractual obligations / quality of service). It may include among other things, the following covenants based on the range of services offered by the BA:

- Discharging responsibilities with care, diligence, and sensitivity.
- Adhering to extant instructions on Bank's fair practice code for lending during recovery procedures. The BA will refrain from any action that could damage reputation of the Bank and observe strict customer confidentiality.
- Not resorting to intimidation or harassment of any kind, verbal or physical, against any person in recovery efforts.
- BA is prohibited from charging any fee to the customers directly/ indirectly for services rendered by them on behalf of the Bank.
- BA requires prior approval of the Bank for hiring subcontractors to perform any function under the tie-up.
- The BA will be solely responsible for the acts of their agents who conduct financial/ non-financial transactions.
- BA shall ensure the preservation and protection of the security and confidentiality of all customer information in their custody or possession.

15. CODE OF INTEGRITY AND DEBARMENT / BANNING

The Business Associate and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics. Notwithstanding anything to the contrary contained herein, the Bank shall reject Application without being liable in any manner whatsoever to the Business Associate if it determines that the Business Associate has, directly or indirectly or

through an agent, engaged in corrupt/ fraudulent/ coercive/ undesirable or restrictive practices in the Application Process.

Business Associates are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in APPLICATION process or execution of contract. Failure to do so would amount to violation of this code of integrity.

The Business Associate needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- **“Corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
- **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in an APPLICATION process or to secure a contract or in execution of the contract.
- **“Coercive practice”** means harming or threatening to harm, persons, or their property to influence their participation in the procurement process or affect the execution of a contract.
- **“Anti-competitive practice”** means any collusion, Application rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Business Associates, with or without the knowledge of the Bank, that may impair the transparency, fairness, and the progress of the procurement process or to establish Application prices at artificial, non-competitive levels.
- **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately

destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank's rights of audit or access to information;

16. TERMINATION FOR DEFAULT

The Bank may, without prejudice to any other remedy for breach of Agreement, through a written notice terminate the Agreement in whole or in part:

- If the Business Associate fails to deliver any or all the obligations within the time period specified in the Application /Agreement, or any extension thereof granted by the Bank.
- If the Business Associate fails to perform any other obligation(s) under the Agreement.
- Violations of any terms and conditions stipulated in the Application.
- On happening of any termination event mentioned in the Agreement.

Prior to providing a written notice of termination to Business Associate, the Bank shall provide Business Associate with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Business Associate, the Bank may procure, upon such terms and in such manner as it deems appropriate, software and Services similar to those undelivered, and subject to limitation of liability clause of this Application Business Associate shall be liable to the Bank for any increase in cost for such similar Software Solution and/or Services. However, Business Associate shall continue performance of the Contract to the extent not terminated.

If the Contract is terminated under any termination clause, Business Associate shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format

as per scope of this Application and shall also support the orderly transition to another vendor or to the Bank.

17. Review/Renewal of Agreement

The initial agreement will be executed for a period of 2 years. The services of BA shall be reviewed after 12 months from date of execution, unless otherwise decided by the committee empowered for selection. Minimum sourcing of Rs. 50 Crores has to be done by each BA in the first year of onboarding.

The Bank shall have the right to renew the BA Agreement, for one term post expiry of initial contract based on the existing terms & conditions or modified terms & conditions as may be mutually agreed between the parties, unless specifically terminated by either of the parties as provided in the agreement.

18. Business Continuity & Operational Resilience (BC & OR) Plan

BAs must ensure that the channel/arrangement is manned by reliable and knowledgeable persons and alternate persons have been identified so that business continuity is maintained within the network. BAs have also to mitigate the Operational Risks in BA channel arising out of system failure, natural calamities, etc. and submit a viable BCP to the Bank as a part of Agreement.

19. GOVERNING LANGUAGE

The governing language shall be English along with Regional Language related to area of operation.

20. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

21. TAXES AND DUTIES

- i. Business Associate shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
- ii. Prices payable to Business Associate as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract,

irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.

- iii. Income / Corporate Taxes in India: The Business Associate shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the application by the Business Associate shall include all such taxes in the contract price.
- iv. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this APPLICATION process shall be borne by Business Associate. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

22. TAX DEDUCTION AT SOURCE

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to Business Associate. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Business Associate from his responsibility to pay any tax that may be levied in India on income and profits made by Business Associate in respect of this Contract.
- ii. Business Associate's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Business Associate shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

23. NOTICES

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

PART – II

Appendix A: COVERING LETTER

**Covering Letter to Application Form
[On entity's letter head]**

Date: _____

Reference No. _____

To:

Deputy General Manager (IC & GL)
ABU & GSS,
State Bank of India,
Corporate Centre, Ground Floor, A-Wing,
Raheja Chambers
Free Press Journal Marg,
Nariman Point, Mumbai: 400021

Having examined the Invitation for application documents including all Annexures, and subsequent clarifications / modifications / revisions, if any, furnished by the Bank, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Application/proposal for providing services of Business Associates for Undertaking Agri Advances Related Activities i.e. assisting the bank in one or more lending activities (sourcing, underwriting, sanctioning & disbursement) on a commission or service fee model. We shall abide by the terms and conditions spelt out in the invitation document.

2. While submitting this Application, we certify that:

- i. The undersigned is authorized to sign on behalf of the Business Associate and the necessary support document delegating this authority is enclosed to this letter.
- ii. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this application.

- iii. We have not induced or attempted to induce any other Business Associate to submit or not to submit an application for restricting competition.
- iv. The disclosure made under the application are not in breach or violation of any other agreement entered with any third party.
- 3. The Details and Key commercials of our company are detailed in Part 2 of this Application.
- 4. If our application is accepted, we undertake to perform services as specified in the application within the stipulated timelines.
- 5. We agree to abide by all the application terms and conditions, contents of Service Level Agreement.
- 6. Until a formal contract is executed, this Application, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 7. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988, as amended".
- 8. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the application process, or to any person, organization or third party related to the contract in exchange for any advantage in the evaluation, contracting and implementation of the contract.

- 9.** We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the application process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of Business Associate from further application process.
- 10.** We certify that we have not made any changes in the contents of the application document read with its amendments/clarifications provided by the Bank submitted by us in our application.
- 11.** It is further certified that the contents of our application are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the application. We shall make available to the Bank any additional information it may find necessary or require to supplement or authenticate the Qualification statement. We also acknowledge the right of the Bank to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 12.** We understand that you may cancel the application process any time and that you are neither bound to accept any Application that you may receive nor to invite that Business Associates without incurring any liability to the Business Associates. We further understand that you are not bound to accept the Application of the Business Associate scoring the highest marks in the evaluation process and you may reject all or any Application without assigning any reason or giving any explanation whatsoever.
- 13.** We hereby undertake that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.

- 14.** If our Application is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be responsible for the due performance of the contract.
- 15.** The name(s) of Business Associates to whom the contract is finally awarded after the completion of application process shall be displayed on the website of the Bank and/or communicated to the successful Business Associate(s).
- 16.** We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the services or which relates to a grave offence that outrages the moral sense of the community.
- 17.** We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 18.** We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees or any key Managerial Personnel.
- 19.** We hereby certify that on the date of submission of Application for this application, we do not have any past / present litigation which adversely affect our participation in this application or we are not under any debarment / blacklist period for breach of contract/fraud/corrupt practices

by any Scheduled Commercial Bank / Public Sector Undertaking/ State or Central Government or their agencies/departments.

- 20.** We hereby certify that on the date of submission of Application, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of work order.
- 21.** We hereby certify that none of ours and/or our partner's / Directors are convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement / Services Contract within a period of two years preceding the date of application.
- 22.** We hereby understand that any of the mentioned services can be withdrawn by the Bank, any time during the contract period and no commercials for the service, will be paid by the Bank, subsequent to withdrawal of service.
- 23.** We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the application document.

For (Entity name) with stamp

Signature

Name of Signatory:

Designation:

Date:

Note: Company to provide copy of the board resolution authorizing the signatory to sign the offer documents.

Appendix B: APPLICATION FORM

APPLICATION CUM PRELIMINARY INFORMATION FOR ONBOARDING BUSINESS ASSOCIATES

1. BRIEF BACKGROUND OF THE COMPANY:

1	Name and Address of the Entity																													
2	Entity Status (Constitution)																													
3	Current Activity																													
4	Name of Key Promoter / Director																													
5	Date of Incorporation																													
6	Registered Address																													
7	Address for Correspondence																													
8	Telephone Number																													
9	Registration Details	Registered with : Registration No : PAN No : GST No :																												
10	E-mail id																													
11	If Banking with SBI; since	Nature of Facility : Account Number : Branch :-																												
12	If Banking with other Banks, provide the details	Nature of Facility : Name of the Bank & Branch :-																												
13	Current Credit limit with our Bank/ Other Bank (If any)	Position as on <table border="1"> <thead> <tr> <th>Facility</th> <th>Limit</th> <th>DP</th> <th>Outstanding</th> <th>Irregularity</th> <th>IRAC</th> <th>RoI</th> </tr> </thead> <tbody> <tr> <td>WCDL</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TL</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>CC</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Facility	Limit	DP	Outstanding	Irregularity	IRAC	RoI	WCDL							TL							CC						
Facility	Limit	DP	Outstanding	Irregularity	IRAC	RoI																								
WCDL																														
TL																														
CC																														
14	External Credit Rating/ MFI Grading																													

		FY 2024-25	FY 2025-26
15	Net Worth		
16	Profitability (For the last two complete years)		
18	Geographical spread – Names of States/Circles where Company has presence		
19	Major Area of Operation (% age wise)		
20	Interested to be appointed as Business Associate for rendering advance related services as mentioned in Scope of Work and other places in Invitation	Please specify products and expected remuneration as %-age of Loan Amount (one-time)	
21	Any other information:		

2. Profile snapshot (As on)

Sr. No.	Name of State	No. of Branches	No. of Borrowers	Portfolio Outstanding	% of Share
1					
2					
3					
4					
5					

3. Brief information of Sourcing, Collection, Payment, Monitoring Mechanism

4. Share holding Pattern.

Shareholders	No. of Equity Shares	Percentage
(A) Shareholding of Promoter and Promoter Group		
(B) Total of Public Shareholding {Total of (i) + (ii)}		
(i) Holding more than 1% of the Total No. of Shares:		
(ii) Others		
I Shares held by Custodians and against which Depository Receipts have been issued		
(D) Non-Promoter-Non-Public Shareholding		
Total (A)+(B)+(C)+(D)		

5. Board of Directors:

Name	Designation	Address	Begin date

6. Management Team:

Sr. No.	Name of the Official	Role Assigned
1.		
2.		
3.		
4.		

7. a. Product Specific status of Sourcing/Maintenance (Amount in Crore)

Particulars	31 st March, 2025			31 st March, 2026		
	Loans under Financing Activity	%	Provision	Loans under Financing Activity*	%	Provision
Standard Assets						
Non-Performing Assets						
Total						

b. Small value loan and Provision thereon (If any) (Amount in Crore)

Particulars	31 st March, 2025			31 st March, 2026		
	Loans under Financing Activity	%	Provision	Loans under Financing Activity*	%	Provision
Standard Assets						
Non-Performing Assets						
Total						

Note : Complete details, if required, may be submitted as Annexure.

8. Movement of NPAs/Provision (if Applicable):

Particular		31 March 2025 (Audited)	31 March 2026 (Audited)
i)	Net NPAs to Net Advances%		
ii)	Movement of NPAs (Gross)		
	a) Opening Balance		
	b) Additions during the year		
	c) Reductions during the year (incl. write offs)		
	d) Closing Balance		
iii)	Movement of Net NPAs		
	a) Opening Balance		
	b) Additions during the year		
	e) d) Closing Balance		
iv)	Movement of Provisions for NPAs		
	a) Opening Balance		
	b) Provisions made during the year		
	f) d) Closing Balance		

9. If presently working as Business Correspondent / Business Associate for any other Bank (Amt in Crs)

Sr. No.	Name of the Bank	Amount Sourced	Outstanding	% NPA
Total				

10. Business Continuity Plan:

11. External Credit Rating:

Sr. No	Name of the Rating agency	Current Rating			Previous Rating		
		Rating	Period considered for Rating	Period of Validity	Rating	Period considered for Rating	Period of Validity
1.							
2.							

12. PERFORMANCE AND FINANCIAL INDICATORS (Amount in Crores)

Indicators	Last 3 Year Actuals			Current Year	Following Year
	2022-23	2023 - 24	2024-25	2025-26	2026-27
	Aud.	Aud.	Aud.	Aud.	Projected
Asset Under Management					
Paid-Up Capital					
Reserve & Surplus					
Intangible Assets					
TNW					
Long Term Liabilities					
Net Block					
Non-Current Assets					
Net Working Capital					
Current Assets					
Current Liabilities					
Current ratio					
DER (TL/TNW)					
TOL/TNW					
Net Sales (Income)					

Cost of Sales					
Operating Profit/ EBDITA					
PBT					
PBT/Income					
PAT					
Cash accrual					

Borrowing Details (Amount in Crores)

Bank / FI	Type of Institution	Type of Sanction (Term loan / NCD)	Sanction Date	Amount Sanctioned	Disbursement Date	Amount disbursed	Amount Outstanding (As Tenure (Months)	Maturity Date	Repayment Frequency	Rate of Interest	Cash Collateral

SWORN STATEMENT BY THE AUTHORISED SIGNATORY

I, the undersigned, being the person responsible, certify that:

- (i) The information given in this application form is true and correct to the best of my knowledge and belief;
- (ii) The entity does not fall under anyone of the undernoted categories:
 - a) Is bankrupt or is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any situation arising from a similar procedure provided for in national legislation or regulations;
 - b) Has been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata (i.e., against which no appeal is possible);
 - c) Has been held guilty of professional misconduct by any authority or regulator.

- d) Has defaulted in fulfilling the obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provision of India.
- e) Has been the subject of a judgment which has the force for fraud, corruption, involvement in a criminal organization or any other illegal activity;
- iii. It is further certified that the contents of our application are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Application.
- iv. We understand that you are not bound to accept any Application you may receive, and you may reject all or any Application without assigning any reason or giving any explanation whatsoever;
- v. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the application process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of Business Associate from further application process.
- vi. In addition to above, the entity Satisfies the following qualitative criteria
 - a. Having substantial presence and knowledge of the area, predominantly in rural/semi-urban areas
 - b. Not affiliated to any political party.
 - c. Has Satisfactory track record of at least 2 years
 - d. Not a defaulter to any Bank/ Financial Institution.
 - e. The organization /office bearers/ members do not have any criminal record.
 - f. Past dealings, if any, with the Bank have been satisfactory
 - g. No director of the Bank or a relative of such director within the meaning of Section 2(77) of the Companies Act, 2013 is a director or key managerial personnel of the entity.
 - h. Will arrange for the Police verification of its employees & maintain a record of the same at their end and same shall be checked on sample basis by SBI Official.
 - i. Employees of entity shall satisfy the following parameters.
 - Minimum qualification- Matriculate.
 - Persons holding Certificates like, Examination for Debt Recovery Agents /DRA Tele-callers course conducted by IIBF, to be given priority.
 - The employee should not have defaulted to any Bank/FI. The same shall be checked on sample basis by our staff. A certificate

in this regard to be obtained from BA at time of onboarding and
on an ongoing basis at yearly intervals

I am fully aware that any false declaration will lead to the exclusion of the entity
from the selection process.

Name:	
Designation / Position held:	
Signature:	
Date and Place:	
Seal / Stamp:	

Appendix C: Business Associate's Eligibility Criteria

Appendix C: Business Associate's Eligibility Criteria

Parameters		Business Correspondents	MFIs / NBFCs	Start-ups, fintech's and other entities
		National Level	National Level	National Level
1	Net Worth	Positive	Rs.5 Crore or more	
2	BC Score *	50 & above		
3	Minimum Engagement Period / Minimum engagement Guarantee period	2 years		
4	Profitability earned	Profitable for last two years	Profitable for last 2 yrs	
5	First Loss Default Guarantee (FLDG)	NA	NA	NA
6	Number of states / circles where company has presence	2 or more circles	2 or more Circles	2 or more Circles
7	External Credit Rating or MFI Grading		BBB and above or Grading within the top four gradings of Micro Credit Rating Agencies #	
8	Experience for handling Asset Portfolio of Self or other FIs (in years)		2 years or more	2 years or more
9	Turnover			Rs. 2 Crores or more

* BC scorecard for evaluation of BC Scoring as approved in the BC policy of FI Department shall be used.

BCs must have separate team to process the loan proposals before submitting to bank.

#Comparative Grading scale for MFIs/NBFCs/HFCs					
Rating Agency	CRISIL	CARE	ICRA	MCRIL	Others
Minimum Acceptable Score	mfR4	MFI3+	M3+	β+	Equivalent score of any other reputed Microfinance Rating agency

Appendix D:

DATA / DOCUMENTS TO BE SUBMITTED BY THE ENTITY FOR BUSINESS ASSOCIATE

1. Duly filled application format
2. List of documents submitted.
3. Company Registration certificate.
4. Audited BS for last 2 Financial Years
5. External Credit Rating Certificate, if applicable/available
6. Brief Profile of the Directors
7. Certificate for Police Verification of its employees on its letter head as under:
“Entity shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if permitted by the Bank) by the Business Associate in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Business Associate unless such person is found to be suitable in such verification and the Business Associate shall retain the records of such verification and shall produce the same to the Bank as when requested.”
8. Details of penalty levied (if any) in past three years by RBI and/or NBFC Ombudsman, any court of law (If NBFC/ MFI)
9. Brief profile of the Entity including AUM, Loan portfolio, Segment/Product wise portfolio concentration, Staff Strength, System and Procedures adopted in lending, Area of operations key strengths, Major Threats being perceived by the entity and their mitigation

Appendix E

Scope of Work

Activities from Sourcing to disbursement for loans up to Rs.5.00 Crores.

One or more of the lending activities

- i. Sourcing fresh loans based on criteria specified by the Bank for applicable loan.
- ii. Obtaining KYC documents, completion of KYC before submission of loan applications to the Branches.
- iii. Assistance in Pre-sanction inspection and assistance in documentation and related formalities as and when required by the Bank.
- iv. Assist designated Branch/RACC/RACPC/SMECC in disbursement of these loans to the borrowers.
- v. Assist in providing loan utilisation certificate / determining proper end-use of funds.

The basket of products restricted for BAs to tap the market.

Maximum Loan Amount under individual product per borrower: Rs. 5.00 Crores.

S r N o	Name of the Product
1	Investment Credit Loans (Any type of Term Loan) Including but not limited to Agriculture Infrastructure Fund (AIF), Agri & Food Enterprises Loan (AFEL- TL), PM-Kusum (Component A, B, C and C-FLS), PM Formalization of Micro Food Processing Enterprises (PMFME), Asset Backed Agri Loans (ABAL), Construction of Warehouse / Cold Storage, Agri Allied Term Loans etc.
2	Agri & Food Enterprises Loan (AFEL) (CC) (Term Loan covered under Investment Credit)
3	Kisan Samriddhi Rinn (KSR) – High Value Loans for Crop Production (Minimum Rs. 5 Lacs)
4	Warehouse Receipt Financing – Agri (WHR – Agri)

APPENDIX-F

SLA/ BA Agreement

SERVICE LEVEL AGREEMENT

BETWEEN

**STATE BANK OF INDIA,
AND**

Date of Commencement : _____

Date of Expiry : _____

(The document has been drafted with one area of operation (sourcing))

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22. GENERAL TERMS & CONDITIONS

Schedule -A

This agreement ("Agreement") is made at Mumbai on this the ____ day of _____ 20XX.

BETWEEN

State Bank of India, a statutory body constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its hereinafter referred to as "**SBI/the Bank**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of First Part:

AND

.....(CIN No.....) a Private company incorporated under the Companies Act, 2013 and having its Registered Office at-.....and its corporate office at hereinafter referred to as "**Business Associate /Service Provider/ Vendor**", which expression shall mean to include its successors in title and permitted assigns of the Second Part:

WHEREAS the Bank is desirous of availing services of SP to facilitate its Business growth in Micro Asset Products in Agri segment and the SP has offered to facilitate

the Bank in sourcing of loan applications, completion of KYC/disbursement and any other activities of Agri loan portfolio and provide other services as may be required by the Bank.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

1. DEFINITIONS & INTERPRETATION

1.1 Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- 1.1.1 'The Bank' shall mean the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures
- 1.1.2 "Confidential Information" shall have the meaning set forth in Clause 13.
- 1.1.3 Data Dictionary or Metadata Repository" shall mean a repository of information about data such as meaning, relationships to other data, origin/lineage, usage, business context and format including but not

limited to data type, data length, data structure etc., further, it as a collection of columns and tables with metadata.

1.1.4 “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.

1.1.5 “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

1.1.6 “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.

1.1.7 ‘Services’ shall mean and include the Services offered by Service Provider /Business Associate under this Agreement more particularly described in Clause 2 of this Agreement. ‘Services’ shall also include other obligation of Vendor to be provided under this Agreement.

1.2 Interpretations:

1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

- 1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- 1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

1.3 Commencement, Term & Change in Terms

- 1.3.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from _____.
- 1.3.2 This Agreement shall be in force for a period of 2 year from the Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
- 1.3.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of 2 - 3 years on the mutually agreed terms & conditions unless specifically terminated by either of the parties as provided in the Agreement.
- 1.3.4 Unless terminated earlier in accordance with the terms of this Agreement, the Agreement shall come to an end on completion of

the term specified in the Agreement or on expiration of the renewed term.

2. SCOPE OF WORK

2.1 The scope and nature of the work which Service Provider/Business Associate has to provide to the Bank (Services) is described in **Schedule-A**.

2.2 The Bank may, at its sole discretion, provide remote access to its information technology system to Service Provider/Business Associate through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services. In case if such remote access to the Bank's information technology system shall be subject to the following:

- 2.1.1 Service Provider/Business Associate shall ensure that only its authorized employees/representatives access the arrangement.
- 2.1.2 Service Provider/Business Associate shall be required to get the Device, utilized for storage of customer data, hardened/configured as per the Bank's prevailing standards and policy.
- 2.1.3 Service Provider/Business Associate and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access to any material is provided by the Bank.
- 2.1.4 Service Provider/Business Associate shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service

Provider/Business Associate shall facilitate and/ or handover the Device, if any, to the Bank or its authorized representative for investigation and/or forensic audit.

- 2.1.5 Service Provider/Business Associate shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

3. FEES /COMPENSATION

3.1 Professional fees

- 3.1.1 Service Provider/Business Associate shall be paid fees and charges in the manner detailed in here under Appendix G, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider/Business Associate from its responsibility to pay any tax that may be levied in India on income and profits made by Service Provider/Business Associate in respect of this Agreement.

- 3.2 All duties and taxes imposed by the Government, if any, on such fees and charges earned by the Service Provider/Business Associate shall be borne by Service Provider/Business Associate and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider/Business Associate. Any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

3.3 Service Provider/Business Associate shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

3.4 **Payments**

3.4.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof. All payments shall be made in Indian Rupees.

3.4.2 The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider/Business Associate owes to the Bank against amount payable to Service provider/Business Associate under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider/Business Associate indicating the reasons for such penalty or recovery of damages. Service Provider/Business Associate shall have the liberty to present its case in writing together with documentary evidence, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider/Business Associate shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider/Business Associate fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

3.5 **Penalties**

3.5.1 If at any time during performance of the contract, Service Provider/Business Associate shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider/Business Associate shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable,

after receipt of Service Provider/Business Associate's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider/Business Associate's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

3.5.2 Performance of the obligations under the Agreement shall be made by Service Provider/Business Associate in accordance with the time schedule if any specified in this Agreement.

3.5.3 Service Provider/Business Associate shall be liable to pay penalty if any at the rate of 50% of the applicable/payable fees in respect of any delay beyond the permitted period in providing the Services.

3.5.4 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties, specified the Bank reserves the right to terminate the contract.

4. LIABILITIES/OBLIGATION

4.1 The Bank's Duties /Responsibility (if any)

(i) To Process authorized documents / files received from prospective customers and to provide the required MIS report.

4.2 Service Provider/Business Associate Duties

(i) Service Delivery responsibilities

(a) To adhere to the service levels documented in this Agreement.

(b) Service Provider/Business Associate shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.

(c) Service Provider/Business Associate shall ensure that Service Provider/Business Associate's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all

on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

- (d) Service Provider/Business Associate agrees and declares that it shall be the sole responsibility of Service Provider/Business Associate to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider/Business Associate as envisaged under this Agreement.
- (e) Service Provider/Business Associate shall retain the data for 10 years as per Bank's data retention policy.
- (f) Service Provider/Business Associate to maintain Asset Inventory to include all of their Assets in the Cloud including but not limited to the applications, services (including native CSP services or otherwise) etc. In addition, Information Assets like Documentation for the Services deployed, configuration, Segregation of network/Users should form part of Asset Inventory. Ownership along with criticality of all assets (Material and Non-Material) should be established and maintained. Asset inventory and related information has to be shared by Service Provider/Business Associate to the Bank as and when required.
- (g) Service Provider/Business Associate should adhere to Banks cloud policy all the time
- (h) Any security observation reported to SBI in _____ system due to vulnerability in....., Service provider/Business Associate to arrange for the time bound closure of the same.
- (i) All planned and unplanned downtime by Service provider/Business Associate should be priorly notified to the bank.
- (j) In case of using Digital signature, Service provider/Business Associate should provide proof of the origin of data and the integrity of the data.

- (k) Service provider/Business Associate should ensure that Cloud Infra and data to remain always within India (PR, DR and any other site).
- (l) CERT IN empaneled audit report to be submitted by the Service Provider/Business Associate to Bank whenever requested. Security review support to be provided as and when Bank may require in a time bound manner. Service Provider/Business Associate shall ensure that Comprehensive Security Review (CSR) of the application/service on the cloud shall be conducted yearly since the workload is material.
- (m) Service Provider/Business Associate to ensure ISO 27001 Certificate, and its renewal as prescribed by ISD.
- (n) Service Provider/Business Associate to ensure that Two factors Authentication should be available for all the clients of SBI.
- (o) Service provider/Business Associate should provide reasonable access to necessary information to assist in any Forensic investigation arising due to an incident in the cloud/ any other, Acquisition of log data from CSP.SBI data/ its client data should not be shared by the Service Provider/Business Associate with any other bank/ third party unless otherwise requested by SBI.
- (p) Periodic Security Assessments shall be performed by the Service Provider/Business Associate to identify and mitigate risks in the Cloud setup, as advised by SBI Information security Dept.
- (q) No data/ media should be purged/destroyed by the Service Provider/Business Associate without approval from SBI.
- (r) The cloud infrastructure should be periodically updated by the Service Provider/Business Associate with the latest patches as and when it happens and assurance for the same shall be obtained from the Service Provider/Business Associate periodically (at least once in three months).

- (s) Service Provider/Business Associate shall ensure that Procedures for emergency changes, including the roles and responsibilities, shall be documented, and approved by the Bank.
- (t) Service Provider/Business Associate shall ensure that Change/Configuration management procedures shall be mutually agreed between the Bank and Service provider/Business Associate and aligned with the Bank's Change Management policy, including change request, approval procedures and notification mechanism with respect to the Interfaces impacting the bank and bank systems.
- (u) Appropriate Business Continuity Plan and Disaster Recovery Plan shall be put in place by the Service Provider/Business Associate for the workload on the cloud (if applicable), based on the risk assessment in a High availability deployment mode. Service Provider/Business Associate shall incorporate the business continuity requirements of the Bank in its BCP and DR Plan for Bank's workload. In case of critical workloads, Service Provider/Business Associate's plans should be shared with the Bank.
- (v) Service Provider/Business Associate shall ensure that appropriate Mechanism shall be implemented to detect service faults or outages in the cloud environment/ any security breach/transaction incidents.
- (w) Service Provider/Business Associate shall ensure that the systems in cloud infrastructure are periodically updated with the latest anti-malware signatures and confirmation to this effect should be given to the Bank.
- (x) Service Provider/Business Associate shall ensure that Critical/ sensitive data including PII, card holder data or account numbers are masked or encrypted.

- (y) Service provider/Business Associate should ensure implementation of continuous application and infrastructure monitoring and incident management processes as it is recommended for Material workload.
- (ii) Security Responsibility
 - (a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.

5. REPRESENTATIONS & WARRANTIES

5.1 Each of the Parties represents and warrants in relation to itself to the other that:

- 5.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
- 5.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- 5.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement.
- 5.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- 5.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

5.2 Additional Representation and Warranties by Service Provider/Business Associate

- 5.2.1 Service Provider/Business Associate shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 5.2.2 Service Provider/Business Associate has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 5.2.3 Service Provider/Business Associate shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider/Business Associate.
- 5.2.4 Service Provider/Business Associate warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by Service Provider/Business Associate to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.
- 5.2.5 Service provider/Business Associate shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider/Business Associate in rendering the Services under this Agreement have undergone proper background check and other due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider/Business Associate unless such person is found to be suitable in such verification and Service Provider/Business Associate shall retain the records of such verification and shall produce the same to the Bank as and when requested.

- 5.2.6 Service Provider/Business Associate warrants that at the time of delivery the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications done). Software deployed/ upgraded as a part of this Agreement shall remain free from OWASP Top 10 vulnerabilities (latest) during the term of this Agreement.
- 5.2.7 Service Provider/Business Associate represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.
- 5.2.8 Service Provider/Business Associate warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.
- 5.2.9 During the Contract period, if any software or any component thereof supplied by Service Provider/Business Associate is inoperable or suffers degraded performance, Service provider/Business Associate shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank.

6. GENERAL INDEMNITY

- 6.1 Service Provider/Business Associate agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses,

charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider/Business Associate. Service Provider/Business Associate agrees to make good the loss suffered by the Bank.

6.2 Service Provider/Business Associate hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider/Business Associate without undue delay. Service Provider/Business Associate also undertakes to co-operate with other service provider/Business Associates thereby ensuring expected performance covered under scope of work.

7. CONTINGENCY PLANS

7.1 Service Provider/Business Associate shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to Service Provider/Business Associate or any employees or sub-contractors (if allowed) of Service Provider/Business Associate in rendering the Services or any part of the same under this Agreement to the Bank. Service Provider/Business Associate at Banks discretion shall co-operate with the Bank in case on any contingency.

8. TRANSITION REQUIREMENT

In the event of failure of Service Provider/Business Associate to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with

another vendor. In such case, the Bank shall give prior notice to the existing Service Provider/Business Associate. The existing Service Provider/Business Associate shall continue to provide services as per the terms of the Agreement until a 'New Service Provider/Business Associate' completely takes over the work. During the transition phase, the existing Service Provider/Business Associate shall render all reasonable assistances to the New Service Provider/Business Associate within such reasonable period prescribed by the Bank, at mutually agreed cost to the Bank basis scope and nature of support, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider/Business Associate beyond the term of this Agreement, reasons for which are not attributable to Service Provider/Business Associate, payment shall be made to Service Provider/Business Associate for such additional period on the same rates and payment terms as specified in this Agreement.

Service provider/Business Associate shall remove all Bank's data on the cloud with assurance that all data has been rendered irrecoverable, upon termination of the cloud outsourcing arrangement in a time-bound manner.

9. RELATIONSHIP BETWEEN THE PARTIES

9.1 It is specifically agreed that Service Provider/Business Associate shall act as independent /Business Associate and shall not be deemed to be the agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.

9.2 Neither Service Provider/Business Associate nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.

9.3 None of the employees, representatives or agents of Service Provider/Business Associate shall be entitled to claim any absorption or any other claim or benefit against the Bank.

9.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

9.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.

10. SUB CONTRACTING

As per the scope of this Agreement sub-contracting is not permitted.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 For any technology / software / product used/supplied by Service Provider/Business Associate for performing Services for the Bank as part of this Agreement, Service Provider/Business Associate shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider/Business Associate.

11.2 Without the Bank's prior written approval, Service provider/Business Associate will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.

11.3 Subject to clause 11.4 and 11.5 of this Agreement, Service Provider/Business Associate shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of

infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.

11.4 The Bank will give (a) notice to Service Provider/Business Associate of any such claim without delay/provide reasonable assistance to Service Provider/Business Associate in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider/Business Associate shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider/Business Associate shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider/Business Associate shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

11.5 Service Provider/Business Associate shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider/Business Associate's compliance with the Bank's specific technical designs or instructions (except where Service Provider/Business Associate knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider/Business Associate did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.

12. INSPECTION AND AUDIT

12.1 It is agreed by and between the parties that Service Provider/Business Associate shall be subject to annual audit by

internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and Service Provider/Business Associate shall submit such certification by such Auditors to the Bank. Service Provider/Business Associate and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider/Business Associate. Service Provider/Business Associate shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider/Business Associate before such audit and same shall be conducted during normal business hours.

12.2 Where any Deficiency has been observed during audit of Service Provider/Business Associate on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider/Business Associate that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that Service Provider/Business Associate shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.

12.3 Service Provider/Business Associate further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for

and/or retain any relevant information / log data/ audit reports on financial and security reviews with their findings undertaken by Service Provider/Business Associate. However, Service Provider/Business Associate shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).

13. CONFIDENTIALITY

13.1 “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

13.2 All information relating to the accounts of the Bank’s customers shall be confidential information, whether labelled as such or otherwise.

13.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labelled as such or not. Service Provider/Business

Associate personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to comply with the confidential obligations under this Agreement.

13.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service Provider/Business Associate in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.

13.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

13.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.

13.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

- (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by a receiving party in breach of the terms hereof.

- (ii) Where any Confidential Information was disclosed after receiving the written consent of the disclosing party.
- (iii) Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.
- (iv) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.
- (v) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

13.8 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

13.9 Service Provider/Business Associate shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

13.10 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of Service Provider/Business Associate's performance under the Agreement.

13.11 Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank

or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider/Business Associate without the Bank's written consent.

13.12 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

14. OWNERSHIP

14.1 Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

14.2 All information processed by Service Provider/Business Associate during software maintenance belongs to the Bank. Service Provider/Business Associate shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service Provider/Business Associate will implement mutually agreed controls to protect the information. Service Provider/Business Associate also agrees that it will protect the information appropriately.

15. TERMINATION

15.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- (a) If Service Provider/Business Associate fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
- (b) If Service Provider/Business Associate fails to perform any other obligation(s) under the Agreement;
- (c) Violations of any terms and conditions;

- (d) On happening of any termination event mentioned herein above in this Agreement.

15.2 Prior to providing a written notice of termination to Service Provider/Business Associate under clause 15.1 (i) to 15.1 (iii), the Bank shall provide Service Provider/Business Associate with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

15.3 The Bank or Service Provider/Business Associate, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, In the event of termination of the Agreement for the Bank's convenience, Service Provider/Business Associate shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

15.4 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider/Business Associate, the bank may procure, upon such terms and in such manner, as it deems appropriate, However, Service Provider/Business Associate, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

15.5 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider/Business Associate in the following eventualities:

- (i) If any Receiver/Liquidator is appointed in connection with the business of Service Provider/Business Associate or Service Provider/Business Associate transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider/Business Associate.
- (ii) If Service Provider/Business Associate applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a

petition for winding up or dissolution of Service Provider/Business Associate.

(iii) If any acts of commission or omission on the part of Service Provider/Business Associate or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.

(iv) Any document, information, data or statement submitted by Service Provider/Business Associate to the Bank, based on which Service Provider/Business Associate was chosen to perform the services, is found to be false, incorrect or misleading.

15.6 In the event of the termination of the Agreement Service Provider/Business Associate shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

15.7 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

15.8 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

16. DISPUTE REDRESSAL MACHANISM & GOVERNING LAW

16.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and

whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.

16.2 If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either party (the Bank or Service Provider/Business Associate) shall seek appropriate civil remedy with the competent Civil Courts located at Mumbai, India. The Civil Courts at Mumbai, India shall have exclusive jurisdiction in this regard.

16.3 Service Provider/Business Associate shall continue work under the Agreement during the civil court proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the civil court is obtained.

16.4 This Agreement shall be governed by laws in force in India. and all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at **Mumbai** only.

16.5 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

17. POWERS TO VARY OR OMIT WORK

17.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider/Business Associate except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service provider/Business Associate to make any variation without prejudice to the Agreement. Service provider/Business Associate shall carry out such variations and be bound

by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider/Business Associate, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider/Business Associate to make such other modified variation without prejudice to the Agreement. Service provider/Business Associate shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service provider/Business Associate's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service provider/Business Associate has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider/Business Associate, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

17.2 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider/Business Associate, before Service provider/Business Associate proceeding with the change.

18. WAIVER OF RIGHTS

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this Agreement will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on

one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

19. LIMITATION OF LIABILITY

19.1 The maximum aggregate liability of Service Provider/Business Associate, subject to clause 19.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total fee actually paid by the Bank to Service provider/Business Associate in the Preceding 3 months.

19.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

19.3 The limitations set forth in Clause 19.1 shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to Clause 12 (infringement of third-party Intellectual Property Right);
- (ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider/Business Associate;
- (iii) damage(s) occasioned by Service Provider/Business Associate for breach of Confidentiality Obligations;
- (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, in relation to the services under this agreement provided such guidelines were brought to the notice of Service Provider/Business Associate.

For the purpose of clause 19.3(ii) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person,

would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

20. FORCE MAJEURE

20.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

20.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider/Business Associate and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

20.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a

notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider/Business Associate shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

21. NOTICES

21.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

21.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

21.3 The addresses for Communications to the Parties are as under.

(a) In the case of the Bank

State Bank of India,

(b) In case of Service Provider/Business Associate

21.4 In case there is any change in the address of one Party, it shall be promptly communicated in writing to the other Party.

22. GENERAL TERMS & CONDITIONS

22.1 TRAINING: Service Provider/Business Associate shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software, application architecture and components, installation, troubleshooting processes of the proposed Services as mentioned in this Agreement.

22.2 PUBLICITY: Service Provider/Business Associate may make a reference of the services rendered to the Bank covered under this Agreement on Service provider/Business Associate's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

22.3 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

22.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other party, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider/Business Associate.

22.5 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

22.6 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.

22.7 ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed

as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (i) This Agreement;
- (ii) Annexure of Agreement;

22.8 PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

22.9 DUE AUTHORIZATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

22.10 COUNTERPART: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

State Bank of India

By:

Name:

Designation:

Date:

WITNESS:

1

2

_____**Business Associate**

By:

Name:

Designation:

Date:

1

2

Schedule A

Scope of Work for Business Associate

Activities from Sourcing to disbursement for loans up to Rs.5.00 Crores.

One or more of the lending activities

- i. Sourcing fresh loans based on criteria specified by the Bank for applicable loan.
- ii. Obtaining KYC documents, completion of KYC before submission of loan applications to the Branches.
- iii. Assistance in Pre-sanction inspection and assistance in documentation and related formalities as and when required by the Bank.
- iv. Assist designated Branch/RACC/RACPC/SMECC in disbursement of these loans to the borrowers.
- v. Assist in providing loan utilisation certificate / determining proper end-use of funds.

The basket of products restricted for BAs to tap the market.

Maximum Loan Amount under individual product per borrower: Rs. 5.00 Crores.

S r N o	Name of the Product
1	Investment Credit Loans (Any type of Term Loan) Including but not limited to Agriculture Infrastructure Fund (AIF), Agri & Food Enterprises Loan (AFEL- TL), PM-Kusum (Component A, B, C and C-FLS), PM Formalization of Micro Food Processing Enterprises (PMFME), Asset Backed Agri Loans (ABAL), Construction of Warehouse / Cold Storage, Agri Allied Term Loans etc.
2	Agri & Food Enterprises Loan (AFEL) (CC) (Term Loan covered under Investment Credit)
3	Kisan Samridhi Rinn (KSR) – High Value Loans for Crop Production (Minimum Rs. 5 Lacs)
4	Warehouse Receipt Financing – Agri (WHR – Agri)

APPENDIX-G

Maximum Loan Amount under individual product per borrower: Rs. 5.00 Crores

Remuneration/commission to be paid for proposed services to be rendered by Business Associates

PROPOSED REMUNERATION STRUCTURE FOR BAs	
Any activity from Sourcing to disbursement (To be paid post sanction/ disbursement only)	
Limit Brackets (Monthly Sourcing)	New Loans
=< Rs. 1 Crores	0.55%+ taxes
> Rs.1 Crores =< Rs.2 Crores	0.75%+ taxes
> Rs.2Crores =< Rs.3 Crores	0.90%+ taxes
> Rs. 3 Crores =< Rs.5 Crores	1.10%+ taxes
> Rs. 5 Crores	1.45%+ taxes

Payment will be made every month to the Business Associate.

Appendix H: The basket of products restricted for BAs to tap the market.

Agri Product Line: Maximum Loan Amount under individual product per borrower:
Rs. 5.00 Crores.

S r N o	Name of the Product
1	Investment Credit Loans (Any type of Term Loan) Including but not limited to Agriculture Infrastructure Fund (AIF), Agri & Food Enterprises Loan (AFEL- TL), PM-Kusum (Component A, B, C and C-FLS), PM Formalization of Micro Food Processing Enterprises (PMFME), Asset Backed Agri Loans (ABAL), Construction of Warehouse / Cold Storage, Agri Allied Term Loans etc.
2	Agri & Food Enterprises Loan (AFEL) (CC) (Term Loan covered under Investment Credit)
3	Kisan Samridhi Rinn (KSR) – High Value Loans for Crop Production (Minimum Rs. 5 Lacs)
4	Warehouse Receipt Financing – Agri (WHR – Agri)

Appendix I:

Data Processing Agreement

Version - 1.0

Dt: XX.XX.XXXX

Data Processing Agreement

This Data Processing Agreement ("Agreement") forms part of the Contract
for Services ("Service Level Agreement") dated
_____ between:

(i) State Bank of India ("Data Fiduciary")

AND

(ii) M/s. _____ ("Data
Processor")

WHEREAS:

(A) State Bank of India (hereafter referred to as "SBI") acts as a Data
Fiduciary.

(B) SBI wishes to contract certain Services (provided in **Schedule 1**),
which imply the processing of personal data (provided in **Schedule 2**), to
the Data Processor.

The Parties seek to ensure compliance with the Digital Personal Data
Protection Act 2023 ('the DPDP Act') together with rules, regulations and
Offshore Data Protection Regulations and implement the Agreement that
complies with the requirements of the current legal framework in relation to
data processing and with the applicable Data Privacy Laws.

(C) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation:

1.1 Unless otherwise defined herein, terms and expressions used in this
Agreement shall have the following meaning:

1.1.1 "Agreement" has the meaning given to it as this Data Processing Agreement and all schedules.

1.1.2 "Data Fiduciary" has the meaning given to it in Data Privacy Laws and Offshore Data Protection Regulations.

1.1.3 "Data Privacy Laws" shall mean Digital Personal Data Protection Act 2023, rules and regulations made thereunder, the Information Technology Act, 2000, the Information Technology (Reasonable Security Practices & Procedures and Sensitive Personal Data or Information) Rules 2011 and any other laws, rules and regulations that is or shall become applicable regarding data protection and data processing in India.

1.1.4 "Data Principal" has the meaning given to it in the Data Privacy Laws and Offshore Data Protection Regulations.

1.1.5 "Party" or "Parties" has the meaning given to it as either Data Fiduciary or the Processor.

1.1.6 "Personal Data" has the meaning given to it in the Data Privacy Laws and under the Offshore Data Protection Regulations.

1.1.7 "Data Processor" has the meaning given to it in the Data Privacy Laws and Offshore Data Protection Regulations.

1.1.8 "Offshore Data Protection Regulations" shall mean data protection regulations including EU General Data Protection Regulation and such other regulations as may be applicable for processing of Personal Data in jurisdictions other than India.

1.1.9 "Sub-processor" has the meaning given to it as means any person appointed by or on behalf of Data Processor to process Personal Data of Data Principals in India or across any other jurisdiction on behalf of Data Fiduciary in connection with the Agreement.

1.1.10 "Data Transfer" shall mean

- (i) a transfer of Personal Data from Data Fiduciary to a Data Processor; or
- (ii) onward transfer of Personal Data from a Data Processor to a Sub-processor, or between two establishments of a Data Processor, to the extent and in the manner as envisaged in this Agreement.

1.1.11 "Services" has the meaning given to it as the services to be performed by the Data Processor described in the Service Level Agreement and as provided in Schedule 1.

1.1.12 "Supervisory Authority" has the meaning given to it in the Data Privacy Laws and Offshore Data Protection Regulations.

1.1.13 "Personal Data Breach" has the meaning given to it in Data Privacy Laws and Offshore Data Protection Regulations.

1.1.14 "Personnel" has the meaning given to it as the personnel of the Data Processor, Sub processors who provide the applicable Services;

2. Processing of Personal Data:

2.1 In the course of providing Services to Data Fiduciary, the Data Processor may process Personal Data on behalf of the Data Fiduciary.

2.2 Data Processor shall:

2.2.1 comply with all applicable Data Privacy Laws in the Processing of Personal Data; and where the data principal is within the jurisdiction of Offshore Data Protection Regulations, comply with such respective Offshore Data Protection Regulations.

2.2.2 not Process Personal Data other than on the relevant documented instructions of the Data Fiduciary.

3. PROCESSOR OBLIGATIONS:

3.1 Processor and Processor Personnel:

3.1.1 The Data Fiduciary will determine the scope, purposes, and manner by which the Personal Data may be accessed or processed by the Data Processor. The Data Processor will process the Personal Data only as set forth in Data Fiduciary's written instructions.

3.1.2 The Data Processor shall never process the Personal Data in a manner inconsistent with the Data Fiduciary's documented instructions. The Data Processor shall immediately inform the Data Fiduciary if, in its opinion, an instruction infringes Data Privacy Laws or other directions issued by

sectoral regulators in India or applicable Offshore Data Protection Regulations.

3.1.3 The Data Processor shall take reasonable steps to ensure the reliability of any employee, agent or Sub-processor who may have access to Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of the Service Level Agreement, and to comply with applicable Data Privacy Laws and Offshore Data Protection Regulations in the context of that individual's duties to the Data Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality. Necessary Data Privacy training should be provided by the processor to their employees handling Personal Data.

3.1.4 Notwithstanding clause 3.1, if the Data Processor (and its Personnel) is required to process the Personal Data pursuant to the Offshore Data Protection Regulations or to satisfy any other legal obligations, the Data Processor shall notify Data Fiduciary of such requirement before it processes the Personal Data. and in case of processing of Personal Data under this clause it shall not be construed as processing of Personal Data by the Data Processor under this Agreement

3.1.5 The Data Processor shall immediately notify Data Fiduciary if, in Data Processor's opinion, Data Fiduciary's documented data processing instructions breach the Data Privacy Laws or Offshore Data Protection Regulations or sectoral regulators in India.

3.1.6 The purpose of the Data Processor processing Personal Data is the performance of the Services pursuant to the Service Level Agreement.

3.2 The Data Processor shall comply with Offshore Data Protection Regulations while processing data of an individual residing within the jurisdiction of the Offshore Data Protection Regulations. In the event of any liability arising on account of act or conduct of the Data Processor in processing data of a person residing within the jurisdiction of the Offshore

Data Protection Regulations, the Data Processor shall be solely responsible for all pecuniary or other consequence on account of such liability.

3.3 Security:

3.3.1 Taking into account the nature, scope, context and purposes of Processing (provided in Schedule 1 & 2) as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Data Processor shall in relation to Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk.

3.3.2 In assessing the appropriate level of security, Data Processor shall take into account, in particular, risks related to processing of Personal Data.

3.3.3 The Data Processor shall use appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and protect against accidental loss or destruction of, or damage to, any Personal Data during processing activities. It shall implement and maintain the security safeguards and standards based on the IS policy of State Bank of India as updated and notified to the Data Processor by State Bank of India from time to time. The Data Processor will not decrease the overall level of security safeguards and standards during the term of this Agreement without State Bank of India's prior consent.

3.4 Sub-Processing:

3.4.1 The Data Processor shall not appoint (or disclose any Personal Data to) any Sub- Processors without prior written authorisation from Data Fiduciary. The Data Processor shall provide Data Fiduciary with [**no less than XX days**] prior written (including email) notice before engaging a new Sub processor thereby giving Data Fiduciary an opportunity to object to such changes. If the Data Fiduciary wishes to object to such new Sub processor, then it may terminate the relevant Services without penalty by providing written notice of termination which includes an explanation of the reasons for such objection.

3.4.2 The Data Processor shall include in any contract with its Sub Processors who will process Personal Data on Data Fiduciary's behalf, obligations on such Sub Processors which are no less onerous than those obligations imposed upon the Data Processor in this Agreement relating to Personal Data. The Data Processor shall be liable for the acts and omissions of its Sub Processors to the same extent to which the Data Processor would be liable if performing the services of each Sub Processor directly under the terms of this Agreement.

3.5 Data Principal Rights:

3.5.1 Data Principal whose Personal Data is processed under this Agreement have all rights conferred on them under applicable Data Privacy Laws and Offshore Data Protection Regulations, in relation to their Personal Data (including, but not limited to, rights of access, correction, erasure, grievance, withdrawal of consent, and any other rights). All such requests shall be directed to Data Fiduciary, which is responsible for handling them in accordance with applicable Data Privacy Laws and Offshore Data Protection Regulations.

3.5.2 Taking into account the nature of the Processing, Data Processor shall assist, insofar as this is possible, for the fulfilment of Data Fiduciary's obligations, as reasonably understood by Data Fiduciary, to respond to requests to exercise Data Principal rights under the Data Privacy Laws and Offshore Data Protection Regulations.

3.5.3 In case Data Principal Requests are received by the Data Processor, then the Data Processor shall:

3.5.3.1 promptly notify Data Fiduciary if it receives a request from a Data Principal and;

3.5.3.2 ensure that it does not respond to that request except on the documented instructions of Data Fiduciary;

3.5.3.3 inform Data Fiduciary of that legal requirement before the Data Processor responds to the request.

3.6 Personal Data Breach:

3.6.1 Data Processor shall notify Data Fiduciary promptly and without undue delay upon becoming aware of any actual or suspected Personal Data Breach, providing Data Fiduciary with sufficient details of the nature, scope, timing and potential impact of the breach to enable Data Fiduciary to fulfil its obligations under applicable Data Privacy Laws and Offshore Data Protection Regulations

3.6.2 Data Processor shall cooperate fully with Data Fiduciary and take all reasonable steps as may be directed by Data Fiduciary to investigate, mitigate, contain and remediate the Personal Data Breach, including providing Data Fiduciary with regular updates on the status and results of any such measures.

3.7 Data Protection Impact Assessment and Prior Consultation:

3.7.1 Data Processor shall provide all reasonable assistance to Data Fiduciary in carrying out any data protection impact assessments (DPIA) and any prior consultation with Supervisory Authorities or other competent data privacy authorities that Data Fiduciary reasonably deems necessary under applicable Data Privacy Laws in respect of the Processing of Personal Data.

3.7.2 Such assistance shall include descriptions of the Processing operations, and the categories of Personal Data involved; the purposes of the Processing; details of any technical and organizational measures implemented to safeguard Personal Data; and any other information that Data Fiduciary reasonably requests to complete the DPIA or consultation process.

3.8 Deletion or return of Personal Data:

3.8.1 Subject to this section 3.8 Processor shall, promptly and in any event within < XX > business days of the date of cessation of any Services

under this Agreement either upon termination or expiry of the term of this Agreement (the "Cessation Date"), either delete, destroy or return all Personal Data including copies of such Personal Data.

The Data Processor shall notify all Sub -Processors of the cessation and shall ensure that all such Sub Processor shall either delete, destroy or return the Personal Data (including copies of such Personal Data) to the Data Processor at the discretion of the Data Processor

3.8.2 Data Processor shall provide written certification to Data Fiduciary that it has fully complied with this section 3.8 within < **XX** > business days of the Cessation Date.

3.8.3 For enabling the detection of unauthorized access, its investigation, remediation and to prevent recurrence while allowing continued processing in the event of a compromise, retention of such logs and personal data shall be done for a period of one year, unless compliance with any law for the time being in force requires otherwise.

3.9 Audit Rights:

The Data Processor and the sub processors, if any, shall make available to Data Fiduciary and any or their representatives the information necessary to demonstrate its compliance with this Agreement and allow for and contribute to audits and inspections by allowing Data Fiduciary, a Supervisory Authority or their representatives to conduct an audit or inspection of that part of the Data Processor's business which is relevant to the Services [on at least an annual basis (or more frequently when mandated by a relevant Supervisory Authority or to comply with the Data Privacy Laws and] on reasonable notice, in relation to the Processing of Personal Data by the Processor.

3.10 Data Transfer:

3.10.1 Except as otherwise provided herein, the Data Processor shall not disclose Personal Data received here under to a third party or transfer it to another country without the Data Fiduciary's authorization. Except as

otherwise provided herein, the Data Processor shall immediately notify the Data Fiduciary of any (planned) permanent or temporary transfers of Personal Data to a country outside of India and shall only perform such a transfer after obtaining authorization from the Data Fiduciary, which may be refused at its own discretion.

3.10.2 To the extent that the Data Fiduciary or the Data Processor are relying on a specific statutory mechanism to normalize international data transfers that is subsequently modified, revoked, or held in a court of competent jurisdiction to be invalid, the Data Fiduciary and the Data Processor agree to cooperate in good faith to promptly terminate the transfer or to pursue a suitable alternate mechanism that can lawfully acceptable.

3.11 Records:

The Data Processor shall maintain written records of its data processing activities pursuant to providing the Services to Data Fiduciary in accordance with Data Privacy Laws and Offshore Data Protection Regulations.

3.12 Notify:

The Data Processor shall immediately and fully notify Data Fiduciary in writing of any communications the Data Processor (or any of its Sub-processors) receives from third parties in connection with the processing of the Personal Data, including (without limitation) data principal request or other requests, notices or other communications from individuals, or their representatives, and/or any other supervisory authority or data protection authority or any other regulator (including a financial regulator) or court.

3.13 Indemnity:

Data Processor shall defend, indemnify, and hold harmless Data Fiduciary, its directors, officers, employees, agents, affiliates, and representatives from and against any and all claims, actions, proceedings, fines, penalties, liabilities, damages, losses, costs, expenses, prejudice, and injury (whether pecuniary or non-pecuniary), reputational or otherwise,

incurred from Data Fiduciary, arising out of or in connection with:

- A.** any Personal Data Breach (irrespective of the jurisdiction of the breach) resulting from Processor's negligence, including any such breach caused or contributed to by the Processor or its personnel;
- B.** any unauthorized, wrongful, or unlawful Processing, access, disclosure, loss, or destruction of Personal Data;
- C.** any failure by Processor to comply with Data Fiduciary's written instructions regarding Personal Data; and
- D.** any third-party claims (including those by customers, data principals, or regulators) resulting from any act, omission, or default of the Processor or its personnel.

3.14. Representation and Warranties:

The Data Processor represents and warrants that it will comply with all applicable Data Privacy Laws and Offshore Data Protection Regulations relating to the protection, disclosure, processing and use of Personal Data.

3.15. The Parties agree that in order to give effect / further effect to the provisions of the Data Privacy Laws and Offshore Data Protection Regulations and any amendment therein, this Agreement shall be amended, and the Parties shall execute and be bound by all such amendments as shall be necessary for the purpose of the arrangement as envisaged by this Agreement.

4. SBI'S OBLIGATIONS:

SBI shall:

4.1 in its use of the Services, process the Personal Data in accordance with the requirements of the Data Privacy Laws and Offshore Data Protection Regulations.

4.2 use its reasonable endeavours to promptly notify the Data Processor if it becomes aware of any breaches or of other irregularities with the requirements of the Data Privacy Laws in respect of the Personal Data processed by the Data Processor.

5. General Terms:

5.1. Duration and Termination:

This Agreement shall come into effect on the date execution and shall be valid for the period of [XX] years but shall be liable to be termination by either party by serving Notice to the other party of not less than [XX] days. Provided however, the Data Fiduciary shall be entitled to forthwith (without prior) notice, terminate this Agreement if, the Data Processor, to the sole determination of the Data Processor, commits any act that amounts to Personal Data Breach.

Notwithstanding the termination of this Agreement the provisions of clause 3.13 (Indemnity), clause 5.2 (Confidentiality) shall continue to be valid and binding upon the Data Processor.

5.2 Confidentiality:

Without prejudice to any existing contractual arrangements between the Parties, the Data Processor shall treat all Personal Data as strictly confidential and it shall inform all its employees, agents and/or approved sub-processors engaged in processing the Personal Data of the confidential nature of the Personal Data. The Data Processor shall ensure that all such persons or parties have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality, or are under an appropriate statutory obligation of confidentiality

5.3 Notices:

All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

5.4 Governing Law and Jurisdiction:

5.4.1 This Agreement is governed by the laws of INDIA.

5.4.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of MUMBAI.

IN WITNESS WHEREOF, this Agreement is entered into and becomes a binding part of the Service Level Agreement with effect from the date first set out below.

For SBI

Signature _____

Name _____

Title _____

Date Signed _____

For Processor M/s

Signature _____

Name _____

Title _____

Date Signed _____

SCHEDULE 1

1.1 Services

Activities from Sourcing to disbursement for loans up to Rs.5.00 Crores.

One or more of the lending activities

- i. Sourcing fresh loans based on criteria specified by the Bank for applicable loan.
- ii. Obtaining KYC documents, completion of KYC before submission of loan applications to the Branches.
- iii. Assistance in Pre-sanction inspection and assistance in documentation and related formalities as and when required by the Bank.
- iv. Assist designated Branch/RACC/RACPC/SMECC in disbursement of these loans to the borrowers.
- v. Assist in providing loan utilisation certificate / determining proper end-use of funds.

The basket of products restricted for BAs to tap the market.

Maximum Loan Amount under individual product per borrower: Rs. 5.00 Crores.

S r N o	Name of the Product
1	Investment Credit Loans (Any type of Term Loan) Including but not limited to Agriculture Infrastructure Fund (AIF), Agri & Food Enterprises Loan (AFEL- TL), PM-Kusum (Component A, B, C and C-FLS), PM Formalization of Micro Food Processing Enterprises (PMFME), Asset Backed Agri Loans (ABAL), Construction of Warehouse / Cold Storage, Agri Allied Term Loans etc.
2	Agri & Food Enterprises Loan (AFEL) (CC) (Term Loan covered under Investment Credit)
3	Kisan Samriddhi Rinn (KSR) – High Value Loans for Crop Production (Minimum Rs. 5 Lacs)
4	Warehouse Receipt Financing – Agri (WHR – Agri)

SCHEDULE 2

Personal Data Processing

Details of Processing Activities (detailed list of activities carried about by the processor)	Category of Personal Data (Categories of Data Principal whose personal data is processed)	Category of Data Principal	Nature of Processing Carried Out	Purpose(s) of Processing	Duration of Processing	Duration of Retention of Personal Data of Data Principal

SCHEDULE 3

Technical and Organisational Data Protection Measures

1. The Processor shall ensure that, in respect of all Personal Data it receives from or processes on behalf of SBI, it maintains security measures to a standard appropriate to:

1.1. the nature of the Personal Data; and

1.2. Safeguard from the harm that might result from unlawful or unauthorised processing or accidental loss, damage, or destruction of the Personal Data.

2. In particular, the Processor shall:

2.1. have in place, and comply with, a security policy which:

2.1.1. defines security needs based on a risk assessment.

2.1.2. allocates responsibility for implementing the policy to a specific individual (such as the Processor's Data Protection Officer) or personnel and is provided to SBI on or before the commencement of this Agreement.

2.1.3. ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Personal Data in accordance with best industry practice.

2.1.4. prevent unauthorised access to the Personal Data.

2.1.5. protect the Personal Data using pseudonymisation and encryption.

2.1.6. ensure the confidentiality, integrity and availability of the systems and services in regard to the processing of Personal Data.

2.1.7. ensure the fast availability of and access to Personal Data in the event of a physical or technical incident.

2.1.8. have in place a procedure for periodically reviewing and evaluating the effectiveness of the technical and organisational measures taken to ensure the safety of the processing of Personal Data.

2.1.9. ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Personal Data is strictly monitored and controlled.

2.1.10. have secure methods in place for the transfer of Personal Data whether in physical form (for example, by using couriers rather than post) or electronic form (for example, by using encryption).

2.1.11. password protect all computers and other devices on which Personal Data is stored, ensuring that all passwords are secure, and that passwords are not shared under any circumstances.

2.1.12. not allow the storage of the Personal Data on any mobile devices such as laptops or tablets unless such devices are kept on its premises at all times.

2.1.13. take reasonable steps to ensure the reliability of personnel who have access to the Personal Data.

2.1.14. have in place methods for detecting and dealing with breaches of security

(including loss, damage, or destruction of Personal Data) including:

2.1.14.1. having a proper procedure in place for investigating and remedying breaches of the GDPR; and

2.1.14.2. notifying SBI as soon as any such security breach occurs.

2.1.14.3. Access logs and related Personal Data shall be retained for a period of one year for enabling the detection of unauthorized access, its investigation, remediation and to prevent recurrence while allowing continued processing, unless compliance with any law for the time being in force requires otherwise.

2.1.15. have a secure procedure for backing up all Personal Data and storing back-ups separately from originals; and

2.1.16. adopt such organisational, operational, and technological processes and procedures as are required to comply with the SBI's Information Security Policy as appropriate.