

SCHEDULE E – INDIA LAW REQUIREMENTS

(Version 13 – 6 February 2026)

1. SUPPLIER REPRESENTATIONS

Supplier represents, warrants and covenants to Citi that: the Services shall be executed, and provided to Citi, taking due and proper note of Citi's requirements; Supplier shall employ same standards of care for the Services as that is expected of Citi; Supplier complies with all applicable law (including but not limited to all information technology and data privacy laws in India), has, and shall at all relevant times, have the requisite and valid licenses and permissions from all regulatory and statutory authorities, for provision of the Services; there is no litigation or proceeding or dispute pending or threatened against it or any of its Affiliate which may affect its ability to provide the Services in accordance with the terms of the Agreement and/or have an adverse impact on the Services or the quality and integrity thereof, in any manner; it shall promptly inform Citi of any event or situation which may effect its ability to provide Services effectively, including but not limited to situations of financial distress faced by the Supplier or events resulting in material change in strategic goals or significant changes in Supplier Personnel.

2. STANDARD OF SERVICE

Supplier represents, warrants and covenants that: (i) apart from Citi, the Supplier renders similar services to various Corporates and as part of normal course of business activity of the Supplier, the Supplier deploys/rotates its employees/personnel/representatives amongst various Corporates. Accordingly, at all points of times, it will be the obligation of Supplier to ensure that the presence of its employees/personnel/representatives in Citi and/or its affiliates/subsidiaries/Citi group entity shall not exceed 238 days in a calendar year (unless otherwise agreed to in writing by Citi, and which could enhance the period to a maximum of three calendar years); (ii) the Services the Deliverables, and any information or materials provided to Citi in connection with this Agreement will be provided, in a timely and professional manner, by qualified and skilled individuals with appropriate expertise, and in conformity with standards generally accepted in Supplier's industry and the financial services industry, and (iii) the Services will conform to the Services description set forth in this Agreement, including any applicable Work Orders. If Supplier fails to provide the Services as warranted and Citi so notifies Supplier within thirty (30) Business Days following the date Supplier declares the Services to have been completed, then Supplier will re-perform the Services at no additional charge. In the event, the Services are received by a customer of Citi, the Supplier agrees to forward to Citi any service complaint it receives from the customers of Citi in a prompt and timely manner. The Supplier also warrants to remedy the complaints it receives from the customers as a part of its Services rendered to Citi hereunder. If Supplier is unable or unwilling to re-perform the Services as warranted, then Citi shall be entitled to address such customer complaints (directly or through other supplier) and recover the fees paid to Supplier for the deficient Services or the amount paid to other supplier whichever is higher.

3. INDEPENDENT SERVICE PROVIDER

Supplier shall provide the Services as an independent service provider on a non-exclusive basis. Service Provider shall not use subcontractors for all or part of the Service without prior consent of Citi, such consent shall be provided by Citi only after review of such subcontracting agreements.

Nothing contained in the Agreement or otherwise shall be deemed to create any partnership, joint venture, employment, or relationship of principal and agent, or master and servant

between the Parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either Party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other Party.

Supplier acknowledges that the Services provided are solely within its control, and confirms that neither Supplier nor any Supplier Personnel, including contractors or subcontractors of Supplier (if any), will hold out as anything but that (i) Supplier is an independent and non-exclusive service provider to Citi, and (ii) that the employees of Supplier are employees solely of Supplier and that other representatives, agents, contractors or subcontractors of Supplier are those of Supplier.

Supplier shall cooperate with, and extend support to, the foregoing position, in the event of any finding related to an employment, partnership or joint venture relationship between Supplier or any of its employees, representatives, agents, contractors or subcontractors on the one hand and Citi on the other hand. Supplier asserts that upon employing/engaging with any persons, Supplier shall, at that time, clearly communicate to such persons that Supplier is the sole employer of such persons.

Supplier declares and agrees (i) that it has the inalienable and exclusive right, and at all times retains that right, to exercise full control of and supervision over the performance of Supplier's obligations hereunder and full control over the employment, direction, compensation and discharge of all its employees and other Supplier Personnel; (ii) that it will be solely responsible for all matters relating to payment of salaries and wages of all its employees and other Supplier Personnel, and for due and proper compliance with compensation and benefits requirements for all its employees and other Supplier Personnel under applicable laws, insurance, fidelity insurance and such other insurance, social security withholding, and all other laws, rules and regulations governing such matters and for the redressal of grievances of its employees and other Supplier Personnel; (iii) that it shall be responsible for its own acts and those of its employees and other Supplier Persons including contractors (if any) and subcontractors (if any) during the performance of Supplier's obligations to Citi under this Agreement. Supplier and Supplier Personnel are not entitled to unemployment insurance benefits from Citi as a result of the Services or this Agreement.

Supplier and Citi agree that the Agreement shall not be construed as an agreement for establishing a joint venture or partnership between Citi and Supplier.

Supplier further warrants that it will not do or purport to do any act, deed, thing or matter which will prejudice the interests of Citi, in any manner whatsoever.

4. CONTINUITY OF BUSINESS

The Supplier agrees and confirms that it has in place a robust contingency and business resumption plan, including adequate resources, systems and all other infrastructure requirements, in place, to ensure that Services would not be adversely affected in any manner on account of any factors including but not limited to systems break-downs and/or natural and/or man-made disasters, which may cause disruption in the normal functioning of the Supplier. Additionally, the Supplier shall conduct periodic testing to check the effectiveness, satisfactory state and readiness of the aforesaid continuity of business plan. The Supplier shall, if so requested by Citi, permit Citi to conduct joint testing of the aforesaid continuity of business plan along with the Supplier.

5. POST-TERMINATION OBLIGATIONS

Commencing upon notice by either Party of expiration or termination of this Agreement and continuing through the effective date of expiration or termination, the Supplier confirms that the

Supplier shall not deny Citi reasonable termination assistance as requested by Citi to allow the use of Services without interruption or adverse effect and to facilitate the orderly transfer of the subject matter of the Agreement as desired by Citi. If requested by Citi in this regard, the Supplier undertakes that the Supplier will also reasonably co-operate with a third party service provider in connection with the preparation and implementation of a transition plan by such third party and/or Citi upon the termination or expiration of this Agreement. It is hereby clarified that such termination assistance shall be provided to Citi by the Supplier at no additional costs except to the extent of fee for Services as may be calculated on any pro-rata basis that is applicable.

Upon the request of Citi, the Supplier shall return (or safely remove or destroy data or purge its systems, files, hardware and all records both digital and physical as applicable, and suitably account for) all Confidential Information including Confidential Information supplied to, or otherwise obtained by, the Supplier in connection with the Agreement. The Supplier shall certify in writing that it has fully complied with its obligations hereto within seven (7) days following the date it receives a request from Citi for certification. For the avoidance of doubt, this provision shall not be construed: (i) to require Citi to return the Software, any Documentation, any information or materials provided by Supplier or any of Supplier's Confidential Information that was provided as part of, or in conjunction with, the Software or Services, or (ii) to limit either Party's right to seek relief for damages that are caused by the other Party's default.

The Supplier shall be legally obliged to cooperate fully with Citi and if applicable with its new supplier(s) to ensure there is a smooth transition. The Supplier is prohibited from erasing, purging, revoking, altering or changing any data during the transition period, unless specifically advised by Citi or its regulator(s).

6. INSPECTION AND RIGHT TO AUDIT

- 6.1 The Supplier shall keep complete and accurate records of all operations and expenses in connection with the Services. All the said records shall be kept on file by the Supplier for a period of 8 (Eight) years or for a further period as may be specified in Citi's Record Retention Policy from the date the record is made or as otherwise set forth by applicable law, and in any event, shall not be exercised without first having duly and adequately and timely informed Citi in writing and also providing Citi with the option of having such records transferred into the custody of Citi.

Notwithstanding anything contained hereto, the Supplier shall ensure that all the original records continue to be maintained in India and that the availability of the said records to Citi and its regulators shall withstand the liquidation of the Supplier entity.

- 6.2 The Supplier shall, at reasonable hours, allow Citi, its management, its auditors and/or regulators (including Indian and United States regulators and Citigroup auditors), the opportunity of inspecting, examining and auditing the Supplier's operations, including its security practices and control processes, including practices and procedures in relation to data security, and business records directly relevant to the Services, and financial agreements, its balance-sheet and profit and loss account and audit reports, and all other documents which the Supplier may be called upon to produce for the purposes of ascertaining the financial viability of the Supplier as a service provider.

The Supplier shall, as and when requested by Citi, provide access to and make available to any of Citi's officers / employees/ management or internal / external auditors, regulators and their representatives, the necessary records for inspection / examination / audit, and co-operate to the fullest extent so as to clarify on any activities and to assure a prompt and accurate audit related to the Services.

- 6.3 The Supplier shall co-operate with Citi's internal or external auditors, and regulators to assure a prompt and accurate audit/inspection.

The Supplier shall also co-operate in good faith with Citi to correct any practices, which are found to be deficient as a result of any such audit, within a reasonable time after receipt of reports.

Such audits or reviews will be at the expense of Citi. However, if the audit discovers discrepancies or overcharges, then upon completion of such audit or review, the Supplier shall be bound and liable to promptly reimburse to Citi for such discrepancies or overcharges, and for the cost of the audit.

- 6.4 In addition to what is provided hereinabove, the Supplier shall on an year-on-year basis provide to its independent auditors ("**Auditors**") access at reasonable hours to Supplier Personnel and to Supplier's records and other pertinent information, all to the extent relevant to the performance of Supplier's financial, regulatory and Service obligations under the Agreement. Such access shall be provided for the purpose of performing audits and inspections by the Auditors. The Supplier shall without delay submit the audit report to Citi. Citi and the Supplier shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns and/or recommendations in such audit report in relation to the Services, and the Supplier, at its own expense, shall undertake remedial action in accordance with such action plan. The audit fees incurred under this clause shall be to the Supplier's sole account.

In terms of the India regulatory requirements, in case any part of the processing of the Services are carried out by the Supplier in an offshore location, the regulatory authority of the Supplier in the offshore location shall not have access to the records / data relating to the Indian operations of Citi.

7. MONITORING RESPONSIBILITY

Except as otherwise directed by Citi, the Supplier agrees to meet with Citi, on a monthly basis, for the purpose of reviewing the Services provided by Supplier pursuant to the requirements of the Agreement. The Supplier shall submit a monthly report to Citi which shall include, but not be limited to, the following information, (i) a status report on Services provided during the month, identifying, in particular, any performance standards not met; and (ii) any other information requested by Citi.

The Supplier agrees to meet with Citi on a quarterly basis to review all aspects of the Services provided and/or any other matters of mutual interest to the Supplier and Citi. Further, the Supplier agrees to meet with Citi at anytime at the request of Citi to review the Services provided by Supplier.

The Supplier agrees to provide Citi with any and all information requested by Citi for the purpose of documenting and/or analyzing the Services provided. Citi will select, at its sole discretion, the information reports necessary for its management information needs.

8. CONSENT FOR DISCLOSURE

Unless consent is prohibited by law, Supplier hereby consents to the transfer and disclosure by Citi of any information relating to the Supplier or any Service (i) to and between the branches, representative offices, affiliates and agents of Citi and third parties selected by any of them, wherever situated, for confidential use (including in connection with the provisions of any service and for data processing, statistical and risk analysis purposes); and (ii) to any person to (or through) whom Citi transfers or assigns (or may potentially transfer or assign) all or any of its rights, benefits and obligations hereunder, or with (or through) whom Citi enters into (or may potentially enter into) any sub-participation or the like in relation to, or any other transaction

under which Services are to be made or received by reference to, the Agreement and this Addendum. Citi and any branch, representative office, affiliate, agent or third party may transfer and disclose any such information as required by law, court, regulator or legal process. Further, this provision shall be in addition to, and not in substitution for, any other provision agreed to between the parties (whether before or after the date hereof) which gives broader rights of disclosure to either party than contained herein.

Notwithstanding anything to the contrary mentioned in the Agreement and/ or any Work Order, in the event of termination of the Agreement or any Work Order for any reason, Citi reserves the right to publicize or disclose, in any manner it deems appropriate any information related to the Agreement and this Work Order including but not limited to name & details of the Supplier, service description , effective date of termination etc.

9. GOVERNING LAW AND JURISDICTION

Where both Citi (or Affiliate) and/or Supplier are located in or entities incorporated in the India, the governing law shall be the laws of India, and all claims or disputes arising out of or in connection with Agreement and/or the relevant Work Order shall be submitted to the court in India where Citi (or Affiliate) is located.¹

10. SECURITY INCIDENT REPORTING PROCESS

Supplier shall develop, implement, document and maintain an information security incident reporting process (“SIRP”) in accordance with the terms of the Agreement, subject to the following additional compliances:

Notification. Supplier shall promptly (and in any event immediately but not later than 2 (two) hours of Supplier becoming aware of or detecting the matter) notify Citi in writing of any adverse event or attempt or threat of any adverse event on Citi’s and/or Supplier’s information systems or networks that results in or could result in accidental or intentional misuse, compromise, damage, alteration, destruction, unauthorized disclosure, loss, misuse or theft of or to Citi’s Confidential Information or Citi’s personal data or Citi’s systems or the physical infrastructure and/or environment hosting the information assets of Citi (including unauthorized access to or use of Citi’s Systems or data, improper handling or disposal of data, theft of information or technology assets, and/or the accidental or intentional unauthorized disclosure of Citi’s Confidential Information) in terms of confidentiality, integrity and availability, which shall be considered as an incident arising in connection with the provision of the Services by the Supplier and/or as may be stipulated by the Regulatory Bodies from time to time (“**Security Incident**”). Supplier shall provide full cooperation and assistance to Citi in respect of Citi’s efforts to (a) investigate, remediate, and mitigate the effects of the Security Incident and (b) comply with notification obligations to individuals, clients or regulatory authorities. To the extent that such Security Incident arises out of an act or omission by Supplier or its Associated Persons, or is a breach of this Schedule by Supplier, Supplier will be responsible for any liability, claims, costs or expenses arising from such Security Incident.

11. SPECIFIC REGULATORY COMPLIANCES

Notwithstanding any other provisions of this Agreement, in compliance with the guidelines issued by the **local regulators** as applicable from time to time, the Supplier shall ensure that either in individual capacity or as a legal entity based on its constitution, the Supplier shall not be in any way associated with any director or senior officer of Citi or their relative, as per the

¹ As per the India regulatory requirements, the jurisdiction of the courts in the off shore location where data is maintained does not extend to the operations of the bank in India on the strength of the fact that the data is being processed there even though the actual transactions are undertaken in India.

information contained in detail in the **Appendix – A** herewith, in conformity with the restrictions under the Applicable Laws.

Further, the Supplier shall ensure compliance with the prompt reporting of specified transactions to Citi as further detailed in the **Appendix – A** herewith, enabling Citi for onward reporting to the competent authorities as per the guidelines issued by the Reserve Bank of India as applicable from time to time, regarding the currency transactions reports and suspicious transactions reports in respect of Citi's customer related activities carried out by the Supplier.

12. ADDITIONAL REGULATORY COMPLIANCE REQUIREMENTS RELATING TO OUTSOURCING OF INFORMATION TECHNOLOGY SERVICES

- i. It is mutually agreed that the Supplier may share only specific types of data / information with Citi's customer(s) and / or any other party, as specifically permitted by Citi in writing;
- ii. The Supplier shall co-operate with the relevant regulatory and statutory authorities in case of occurrence of insolvency or resolution proceedings of Citi;
- iii. The Supplier shall provide its skilled resources who provide core services ("Essential Personnel") to ensure that a limited number of Supplier's personnel with back-up arrangements necessary to operate critical functions can work on-site during exigencies (including pandemic situations);
- iv. The Supplier shall ensure suitable back-to-back arrangements between the Supplier and their original equipment manufacturers("OEMs") to ensure that the Services are provided to Citi in a smooth and continuous manner.

13. INSIDER TRADING AND TIPPING NOTICE

Supplier acknowledges that Applicable Law (including (a) Securities And Exchange Board Of India (Prohibition Of Insider Trading) Regulations, 2015 and (b) federal securities laws of the United States and applicable local laws) and Citi's policies and procedures prohibit any person or entity from (i) trading any securities (including stocks, bonds, options or any other securities) when such person or entity has material, nonpublic information about those securities, or (ii) disclosing such information to any other person or entity that may sell or purchase such securities ("Prohibited Activities").

Supplier shall ensure that its employees/representatives:

- (a) do not indulge in the Prohibited Activities in any manner (directly or indirectly);
- (b) fully comply with Securities And Exchange Board Of India (Prohibition of Insider Trading) Regulations, 2015;
- (c) do not trade on the basis of and/or communicate any Confidential Information (including insider information) that he/she/the entity has/have received in the course his/her/their association with Citi; and
- (d) provide a periodic written confirmation to the Supplier in this regard and in the manner Citi seeks from the Supplier.

The Supplier is obliged to inform Citi promptly if the Supplier observes any non-compliance with the above requirements.

APPENDIX – A-1²

Declaration and undertaking from the Supplier for compliance of specific regulatory guidelines (1) regarding no director or senior officer or their relatives & associated firms in accordance with RBI circular dated November 28, 2025 (https://rbi.org.in/Scripts/BS_ViewMasDirections.aspx?id=13139) for awarding of contracts and (2) regarding reporting suspicious transactions in respect of customer related activities in accordance with the RBI circulars dated November 28, 2025 https://rbi.org.in/Scripts/BS_ViewMasDirections.aspx?id=13139).
[To be obtained only if the Supplier is engaged by Citibank N.A.]

In terms of the guidelines issued by the Reserve Bank of India (RBI) as applicable from time to time, I / We do hereby solemnly declare and state I am / we are not³ -

- a) a director or Relative of a director, of Citibank, N.A. or any other bank*;
- b) a firm/hindu undivided family (HUF) in which any of the directors of Citibank N.A. or their Relatives are interested as a partner, manager, employee or guarantor;
- c) a firm in which any of the directors of any other bank* or their Relatives are interested as a partner or guarantor;
- d) a company of which (or the subsidiary or the holding company of which) any of the directors of Citibank N.A. is a director, managing agent, manager, employee or guarantor or in which he holds Substantial Interest;
- e) any company in which any of the directors of other banks* holds Substantial Interest, or is interested as a director or as a guarantor;
- f) any company in which any of the Relatives of the directors of Citibank N.A. or other bank* is interested as a Major Shareholder or as a director or as a guarantor or is in Control. Provided that a Relative of a director shall also be deemed to be interested in a company, being the subsidiary or holding company, if he/she is a Major Shareholder or is in Control of the respective holding or subsidiary company;
- g) individual in respect of whom any of the directors of Citibank N.A. is a partner or guarantor;
- h) Relative of Senior Officer of Citibank, N.A.;
- i) a firm/HUF in which any of the partners/guarantors/members are a Relative of a Senior Officer of Citibank N.A.; or
- j) a company in which any of the directors/guarantors/shareholders holding Substantial Interest are Relatives of a Senior Officer of Citibank, N.A.

² ***[To be obtained only if the Supplier is engaged by Citibank N.A.]***

³ Refer Section 20(1)(b) of the Banking Regulation Act, 1949, and para 33 & 42 of the Reserve Bank of India (Commercial Banks – Credit Risk Management) Directions, 2025 dated November 28, 2025.

*including directors of scheduled co-operative banks, directors of subsidiaries/trustees of mutual funds/venture capital funds.

If answer to any of the above is a “Yes”, please provide details of relationship, position of the officer etc. below:

Name of the Director of Citibank N.A. or member of CCC or other bank / Senior Officer of Citibank N.A. /	Name of the other bank / Position with other bank	Relationship

Note:

1. Reference to the term “**director**” with respect to Citibank N.A. would include directors on Citibank N.A.'s board of directors or member of Country Coordination Committee of Citibank N.A. (accessible at <https://www.online.citibank.co.in/press-room/citi-leadership.pdf>), and would include directors of subsidiaries/ trustees of mutual funds/ venture capital funds set up by Citibank.
2. “**Control**” shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in another manner.
3. “**Major Shareholder**” shall mean a person holding 10% or more of the paid-up share capital or Rs. 5,00,00,000 (Rupees Five Crore) in paid-up shares, whichever is less.⁴
4. “**Relative**” includes: (a) Spouse (b) Father (including step-father) (c) Mother (including step-mother) (d) Son (including step-son) (e) Son's Wife (f) Daughter (including step-daughter) (g) Daughter's Husband (h) Brother (including step-brother) (i) Brother's wife (j) Sister (including step-sister) (k) Sister's husband (l) Brother (including step-brother) of the spouse (m) Sister (including stepsister) of the spouse or any other relatives as may be stipulated under the relevant laws from time to time.
5. “**Senior Officer**” (for Citibank N.A.) shall mean (i) any officer in senior management level in Grade IV and above in a nationalized bank, and (ii) any officer in equivalent scale in the State Bank of India and associate banks, and in any banking company incorporated in India.)
6. “**Substantial Interest**” (as defined under Section 5(ne) of the Banking Regulation Act, 1949) means:
 - (i) in relation to a company, means the holding of a beneficial interest by an individual or his spouse or minor child, whether singly or taken together, in the shares thereof, the amount paid up on which exceeds five lakhs of rupees or ten percent of the paid-up capital of the company, whichever is less;
 - (ii) in relation to a firm, means the beneficial interest held therein by an individual or his spouse or minor child, whether singly or taken together, which represents more than ten per cent of the total capital subscribed by all the partners of the said firm.

I/ we declare that I/we am/are making the aforesaid declaration solemnly and sincerely believing the same to be true and in case of any change on the above, I/we shall immediately inform the Citibank N.A. of such change.

⁴ Refer Footnote 4 above

Further, in terms of the RBI guidelines dated **November 28, 2025** as amended from time to time latest being **November 28, 2025** & https://www.rbi.org.in/Scripts/BS_ViewMasDirections.aspx?id=13139 as may be amended from time to time, in order to enable Citibank N.A. to report Currency Transactions Reports (CTR) and Suspicious Transactions Reports (STR) to Financial Intelligence Unit (FIU) or any other competent authority, in respect of customer related activities carried out by its service providers, I / We shall declare and undertake to promptly bring to our notice any suspicious activity or transactions related to customers related activities which are undertaken by us for Citibank N.A. to the following contact details:

A) Citibank N.A. Anti-Money Laundering Team through email citibank.principalofficer@citi.com

Signature of the Owner / Director / Managing Partner (with stamp)	
Name of the Owner / Director / Managing Partner of the Supplier	
Date: Place:	

Note: This declaration is required every time a potential conflict of interest arises due to appointment/ employment of a director or senior officer of Citi or their relatives by the Suppliers in terms of the applicable regulation RBI guidelines, at least annually as part of the annual agreement renewal cycle.

APPENDIX – A-2

Declaration and undertaking from the Supplier for compliance of specific regulatory guidelines (1) regarding no director or senior officer or their associated firms or relatives of directors in accordance with RBI circular dated November 28,2025 (as updated from time to time) on awarding of contracts
(https://www.rbi.org.in/Scripts/BS_ViewMasDirections.aspx?Id=12954&Mode=0) and (2) regarding reporting suspicious transactions in respect of customer related activities in accordance with RBI circular dated November 28, 2025 (as updated from time ot time) (https://www.rbi.org.in/Scripts/BS_ViewMasDirections.aspx?Id=12943)
[To be obtained only if the Supplier is engaged by Citicorp Finance (India) Limited]⁵

In terms of the guidelines issued by the Reserve Bank of India (RBI) as applicable from time to time, I / We do hereby solemnly declare and state I am / we are not:

- a) a director (including the Chairman/ Managing Director) or relative of a director, of Citicorp Finance (India) Limited (“CFIL”);
- b) a firm in which any director or relative of a director, of CFIL is interested as a partner, manager, employee or guarantor;
- c) a company in which any director or relative of a director, of CFIL is interested as a major shareholder, director, manager, employee or guarantor; or
- d) a senior officer or relative of a senior officer of CFIL.

Provided that a director or his/ her relatives shall be deemed to be interested in a company, being the subsidiary or holding company, if he/ she is a major shareholder or is in control of the respective holding or subsidiary company.

If the answer to any of the above is “Yes”, please provide details of the director, senior officer, position of the senior officer and relationship to the director/ senior officer etc. below:

Name of the Director/ Senior Officer of Citicorp Finance (India) Limited	Position of Senior Officer	Relationship

Definitions for the terms used in this declaration:

1. “**director**” shall mean a director of CFIL (including the Chairman/ Managing Director); (accessible at [<https://www.citicorpfinance.co.in/CFIL/assets/pdf/Board-of-Directors-and-KMP.pdf>]);
2. The term “**control**” shall have the meaning assigned to it under Clause (27) of Section 2 of the Companies Act, 2013;

⁵ ***[To be obtained only if the Supplier is engaged by Citicorp Finance (India) Limited]***

3. The term “**relative**” shall have the meaning under Clause (77) of Section 2 of the Companies Act, 2013 includes: (a) Spouse (b) Father (including stepfather) (c) Mother (including stepmother) (d) Son (including step-son) (e) Son's Wife (f) Daughter (including step-daughter) (g) Daughter's Husband (h) Brother (including step-brother) (i) Brother's wife (j) Sister (including step-sister) (k) Sister's husband (l) Brother (including step-brother) of the spouse (m) Sister (including stepsister) of the spouse or any other relatives as may be stipulated under the relevant laws from time to time;
4. “**major shareholder**” means a person holding 10 % or more of the paid-up share capital or five crore rupees in paid-up shares, whichever is lower;
5. “**Senior officer**” shall have the meaning under Section 178 of the Companies Act, 2013; means personnel of the company who are members of its core management team excluding Board of Directors comprising all members of management one level below the executive directors, including the functional heads. Accordingly, Senior Officer or the Senior Management for CFIL has been defined to mean the personnel of the company who are members of its core management team excluding Board of Directors (i.e. Company Secretary, Chief Financial Officer, Compliance Officer, Chief Risk Officer, Chief Technology/Information Officer and Head of Operations)

I/ We declare that I/we am/are making the aforesaid declaration solemnly and sincerely believing the same to be true and in case of any change on the above, I/we shall immediately inform CFIL. of such change.

Further, in terms of the RBI guidelines dated November 28, 2025 (as amended from time to time) (https://www.rbi.org.in/Scripts/BS_ViewMasDirections.aspx?id=12943) as may be amended from time to time, in order to enable Citicorp Finance (India) Limited (CFIL) to report Currency Transactions Reports (CTR) and Suspicious Transactions Reports (STR) to Financial Intelligence Unit (FIU) or any other competent authority, in respect of customer related activities carried out by its service providers, I / We shall declare and undertake to promptly bring to our notice any suspicious activity or transactions related to customers related activities which are undertaken by us for Citicorp Finance (India) Limited (CFIL) to the following contact details:

CFIL Anti-Money Laundering Team through email cfilaml@citi.com

Signature of the Owner / Director / Managing Partner (with stamp)	
Name of the Owner / Director / Managing Partner of the Supplier	
Date: Place:	

Note: This declaration is required every time a potential conflict of interest arises due to appointment/ employment of a director or senior officer of Citi or their relatives by the Suppliers in terms of the applicable regulation RBI guidelines, at least annually as part of the annual agreement renewal cycle.

APPENDIX B-1 ⁶

DECLARATION CUM UNDERTAKING

In terms of the guidelines issued by the SECURITIES AND EXCHANGE BOARD OF INDIA (SEBI) as applicable from time to time, I as an Authorized Signatory of <<Name of Supplier>> do hereby declare, confirm and undertake as follows: -

- (a) Our company provides advice and/or recommendation in respect of or related to a security or securities;
- (b) Our company is registered with / permitted by SEBI to provide such advice or recommendation in respect of or related to a security or securities;
- (c) Our company or any person associated with us or our agents do not make any claim, of returns or performance expressly or impliedly, in respect of or related to a security or securities;
- (d) During the subsistence of the Agreement, our company shall :-
 - i) ensure that all required registration / permission to provide such advice or recommendation in respect of or related to a security or securities will remain valid and subsisting;
 - ii) Our company or any person associated with us or our agents shall not make any claims as mentioned in point (c) above.

Signature of the Owner / Director / Managing Partner (with stamp)	
Name of the Owner / Director / Managing Partner of the Supplier	
Date:	
Place:	

⁶ To be obtained if Supplier is providing advice and/or recommendation in respect of or related to a security or securities.

APPENDIX B -2⁷

DECLARATION CUM UNDERTAKING

In terms of the guidelines issued by the SECURITIES AND EXCHANGE BOARD OF INDIA (SEBI) as applicable from time to time, I as an Authorized Signatory of <<Name of Supplier>> do hereby declare, confirm and undertake as follows: -

- (a) Our company or any person associated with us or our agents do not provide advice or any recommendation, directly or indirectly, in respect of or related to a security or securities;
- (b) Our company or any person associated with us or our agents do not make any claim, of returns or performance expressly or impliedly, in respect of or related to a security or securities;
- (c) During the subsistence of the Agreement, our company or any person associated with us or our agents shall neither provide any advice or recommendations as mentioned in point (a) above nor shall make any claims as mentioned in point (b) above;
- (d) Our company shall ensure that during subsistence of the Agreement, our company or any person associated with us or our agent does not engage in the activities mentioned in point no. (a) or (b) above, without the necessary permission of the SEBI.

Signature of the Owner / Director / Managing Partner (with stamp)	
Name of the Owner / Director / Managing Partner of the Supplier	
Date: Place:	

⁷ To be obtained if Supplier is NOT providing advice and/or recommendation in respect of or related to a security or securities.