

CHANNEL PARTNER / DSA AGREEMENT

Vast Wealth Advisors Pvt Ltd

Registered Office: 603 Sai Krupa, Borivali West, Mumbai – 400068

Email: vastmywealth@gmail.com

Website: www.vastmywealth.com

Digital Platform: VastMyWealth Digital

Effective Date: The date on which the Channel Partner electronically accepts this Agreement.

1. Appointment and Purpose

Vast Wealth Advisors Pvt Ltd ("Vast Wealth" or "Company") appoints the registered Channel Partner ("Partner") on a non-exclusive basis to refer prospective customers seeking eligible loan and financial products to Vast Wealth, subject to this Agreement and the applicable lender policies.

2. Eligible Products

This Agreement covers sourcing/referral of the following products: Personal Loans, Business Loans, Working Capital Loans, Home Loans and Loans Against Property (LAP). Approval, pricing, documentation, eligibility and disbursement remain subject to the concerned lender/financial institution's policies and final decision.

3. Partner Onboarding and Account

The Partner shall create an account on VastMyWealth Digital using its registered mobile number, email address and password and shall provide information/KYC documents requested by Vast Wealth. Vast Wealth may issue a welcome email and provide access to the platform. The Partner is responsible for maintaining the confidentiality of login credentials and for all activity carried out through its account.

4. Lead Registration and Lead Protection

A Partner must register a customer/lead through the prescribed VastMyWealth Digital process. Subject to verification and availability, the Partner shall receive lead protection for 30 days from valid registration. A lead may be treated as an existing/direct Company lead where the customer was already registered, engaged, or sourced by Vast Wealth or another authorised channel before the Partner's submission. Vast Wealth's system records and verification shall be used to determine lead ownership where a dispute arises.

5. Partner Responsibilities

The Partner shall provide accurate information, obtain documents only through lawful and authorised means, communicate honestly with customers, and follow lender and Company processes. The Partner shall not guarantee loan approval, interest rate, tenure, disbursement, payout or any other lender decision. The Partner shall not make false, misleading or unauthorised representations about Vast Wealth or any lender.

6. Customer Documents and Data

The Partner shall keep customer information and documents confidential and shall use them only for the purpose of processing the customer's financing requirement through Vast Wealth and the relevant lender. The Partner shall not sell, disclose, copy, distribute or use customer data for unrelated purposes. The Partner shall take reasonable measures to prevent unauthorised access, loss, disclosure or misuse of customer information and documents.

7. Prohibited Conduct

The Partner shall not fabricate, alter or suppress documents or information; impersonate a customer; misuse OTPs, passwords or credentials; collect or use customer information without appropriate authority; make false promises; misrepresent lender terms; or engage in fraudulent, unlawful or unethical conduct. The Partner shall not use Vast Wealth or lender branding without prior authorisation.

8. Sub-Agents / Associates

The Partner may appoint sub-agents or associates at its own responsibility, subject to applicable law and Vast Wealth's policies. The Partner remains fully responsible for the acts, omissions, representations, customer dealings, documents and compliance of its sub-agents/associates. VastMyWealth Digital does not provide a multi-layer reporting structure, and a sub-agent/associate shall not acquire an independent contractual right to claim payment from Vast Wealth merely by virtue of being appointed by a Partner. Vast Wealth may require direct onboarding of any person or entity before granting system access.

9. Payout Eligibility

Partner payout is earned only in respect of eligible transactions for which the corresponding payout/commission has actually been received by Vast Wealth from the concerned lender. Loan approval or disbursement alone does not create an unconditional right to payment where the lender has not paid the corresponding commission to Vast Wealth.

10. Payout Schedule

The indicative payout ranges are set out in Annexure A. The applicable payout may vary according to lender, product, customer profile, loan amount, transaction structure, lender policy, campaign/incentive and commercial arrangement applicable to the transaction.

11. Payout Revision

Vast Wealth reserves the right to revise, modify, increase, reduce, suspend or withdraw payout rates, slabs or incentives from time to time, without prior notice, subject to applicable law and the terms applicable to the relevant transaction. The Partner acknowledges that the ranges in Annexure A are indicative and are not a guarantee of a particular payout on every case.

12. Payout Timeline and Statutory Deductions

Subject to reconciliation and completion of required formalities, Vast Wealth shall release the applicable Partner payout within 7 working days after Vast Wealth receives the corresponding payment from the lender. Payments shall be subject to applicable TDS, GST, taxes, statutory deductions and other lawful adjustments, wherever applicable.

13. Clawback, Reversal and Recovery

If a lender subsequently reverses, reduces, withholds, recovers or claws back any commission relating to a transaction, Vast Wealth may proportionately adjust or recover the corresponding amount from the Partner's present or future payouts. The Partner shall cooperate with reasonable reconciliation and recovery requirements.

14. Customer Charges

The Partner shall not represent that it is authorised to collect any fee, charge or amount on behalf of Vast Wealth or a lender unless expressly authorised in writing. Any customer-facing charge, if applicable, must be transparently communicated and handled in accordance with applicable law and the authorised process.

15. Confidentiality

Each party shall keep confidential information received from the other party. The Partner shall not disclose trade secrets, pricing, payout information, login credentials, customer data, internal processes, lender information or other confidential information to unauthorised persons. These obligations survive termination to the extent required by their nature or applicable law.

16. Intellectual Property and Branding

Vast Wealth's name, trademarks, website, portal, content, systems, processes and other intellectual property remain the property of Vast Wealth or its respective licensors. The Partner receives no ownership rights and may use Company branding only in the manner authorised by Vast Wealth.

17. Fraud and Liability

The Partner is responsible for fraud, misconduct, misrepresentation, document manipulation or unauthorised acts committed by the Partner or its personnel, sub-agents or associates. Vast Wealth may suspend access, withhold

affected payouts, recover losses and take appropriate legal action where applicable. Nothing in this Agreement excludes liability that cannot lawfully be excluded.

18. Portal Access and Security

The Partner shall keep all credentials secure, shall not share passwords or access credentials except through authorised user arrangements, and shall promptly notify Vast Wealth of suspected unauthorised access. Vast Wealth may suspend or restrict platform access for security, compliance, operational or contractual reasons.

19. Term and Termination

Either party may terminate this Agreement by giving 7 days' written/electronic notice. Vast Wealth may terminate or suspend the Partner immediately for fraud, serious misconduct, breach of confidentiality, misuse of customer data, document manipulation, unlawful activity, material misrepresentation, misuse of the platform or other serious breach. Termination does not extinguish accrued rights or valid recovery/clawback obligations.

20. Effect of Termination

Upon termination, the Partner shall stop representing itself as an authorised Channel Partner of Vast Wealth, cease use of Company branding and return or securely destroy Company confidential materials and credentials as directed. Pending cases may continue to be processed at Vast Wealth's discretion. Payouts remain subject to the lender-payment condition, reconciliation and applicable clawback provisions.

21. Indemnity

To the extent permitted by applicable law, the Partner shall indemnify and hold harmless Vast Wealth, its directors, employees and representatives against losses, claims, penalties, costs or liabilities arising from the Partner's fraud, negligence, unlawful conduct, unauthorised representations, breach of confidentiality/data obligations, document manipulation or acts/omissions of its sub-agents or associates.

22. Relationship of Parties

The Partner is an independent Channel Partner and nothing in this Agreement creates an employer-employee, partnership, joint venture or agency relationship beyond the limited referral/sourcing authority expressly provided. The Partner shall not bind Vast Wealth or any lender to any commitment without written authority.

23. Dispute Resolution and Jurisdiction

The parties shall first attempt to resolve disputes amicably through good-faith discussion. If a dispute remains unresolved, the courts having jurisdiction in Mumbai, Maharashtra shall have exclusive jurisdiction, subject to applicable law.

24. Amendments and Annexures

Vast Wealth may issue or update product-specific schedules, payout schedules, operating procedures and platform policies from time to time. Such documents shall form part of this Agreement when communicated or made available through the authorised Company platform/process. Any amendment to the core Agreement shall be communicated electronically and shall become applicable in accordance with its stated effective date, subject to applicable law.

25. Electronic Acceptance

The Partner confirms that it has read, understood and agreed to this Agreement and its Annexures by selecting the "I Agree" checkbox on VastMyWealth Digital or through another authorised electronic acceptance mechanism. The electronic acceptance, together with the Partner's registered account details and system records such as date/time and related audit information, may be used as evidence of the Partner's acceptance and execution of this Agreement, subject to applicable law.

26. Entire Agreement

This Agreement together with its Annexures and applicable authorised platform policies constitutes the understanding between Vast Wealth and the Partner concerning the Channel Partner relationship and supersedes prior understandings on the same subject, except where expressly preserved in writing.

ANNEXURE A — CHANNEL PARTNER PAYOUT SCHEDULE

Indicative payout structure for eligible disbursed transactions

Loan / Financial Product	Indicative Partner Payout Range	Illustrative Earning Potential
Personal Loan	1.00% – 2.50%	■5,000 – ■12,500 on ■5 lakh loan
Business Loan	1.00% – 3.00%	Up to ■60,000 on ■20 lakh loan
Working Capital Loan	0.75% – 2.00%	■15,000 – ■40,000 on ■20 lakh limit
Home Loan	0.25% – 1.00%	■12,500 – ■50,000 on ■50 lakh loan
Loan Against Property (LAP)	0.75% – 2.00%	■75,000 – ■2,00,000 on ■1 crore loan

- 1. Indicative only:** The above ranges are indicative and do not constitute a guaranteed payout.
- 2. Case-specific payout:** The actual applicable payout may vary based on lender, product, customer profile, loan amount, transaction structure, lender policy, campaign/incentive and prevailing commercial arrangement.
- 3. Lender receipt condition:** The Partner is eligible for payout only after Vast Wealth actually receives the corresponding payout from the lender.
- 4. Payment timeline:** Subject to reconciliation and applicable formalities, payment will be released within 7 working days after Vast Wealth receives the corresponding lender payment.
- 5. Revision:** Vast Wealth may revise, modify, increase, reduce, suspend or withdraw payout rates, slabs or incentives from time to time without prior notice.
- 6. Clawback:** Any lender reversal, reduction, withholding, recovery or clawback may be adjusted/recovered from the Partner's current or future payouts.
- 7. Taxes:** Payments are subject to applicable TDS, GST, taxes and statutory deductions wherever applicable.

PARTNER ACCEPTANCE

By selecting the "I Agree" checkbox on VastMyWealth Digital, the Channel Partner confirms that it has read, understood and accepted this Channel Partner / DSA Agreement and Annexure A.

For Vast Wealth Advisors Pvt Ltd	Channel Partner
Authorised Signatory: A V Prabhu	Name: _____
Designation: Director	Entity/Business Name: _____
	Registered Mobile: _____
	Registered Email: _____
Date: _____	Date: _____