

FINANCIAL SERVICES TERMS AND CONDITIONS

RELATIONSHIP BETWEEN THE PARTIES

1. Financial Services ("Services") shall be rendered by the LOAN FACILITATOR using best efforts and diligence.
2. LOAN FACILITATOR is SUBCONTRACTS INDIA
3. Services shall be rendered by LOAN FACILITATOR as an independent business entity, LOAN FACILITATOR is neither an employee, partner or joint venture of Client. Parties shall have no right, scope of authority, or authorization to create obligations for the other Party.
4. Some Services may be carried out by an affiliate appointed by the LOAN FACILITATOR, who will be in direct contact with the Client. Nonetheless, LOAN FACILITATOR shall solely be responsible for rendering the Services and other obligations set forth in the Client Agreement.
5. LOAN FACILITATOR shall not be responsible for Client's use of the outcome or implementation of the Services.

CLIENT LIABILITY

6. Client shall solely be responsible for all management decisions related to the Services, for the use or implementation of the Services' outcome, and to assess if the Services are suitable for Client's purposes.
7. Client shall supply (or arrange for the supply of) all information, resources and support reasonably required by LOAN FACILITATOR to render the Services without delay.
8. All information supplied by Client or on behalf of Client ("**CLIENT INFORMATION**") shall be correct, complete and valid according to Client's best knowledge. Client Information shall not infringe any copyright or third party beneficiary right.

9. Unless otherwise agreed, Client Information will be used by LOAN FACILITATOR without being responsible for its evaluation or verification.
10. Client shall be responsible for compliance with the terms and conditions herein.
11. Client shall identify, verify and carry out due diligence for all third parties introduced by LOAN FACILITATOR, in line with Client's general rules of business and internal policies. This responsibility shall not be transferred to LOAN FACILITATOR.

FACILITATOR REPORTS

12. All information, advice, proposal, report, business plan, presentation or other communication provided by LOAN FACILITATOR pursuant to any Client Agreement and not falling under the scope of Client Information ("**REPORTS**") are solely intended for internal use (including use by senior officers and project leader), in alignment with the purpose of the given Services.
13. Client shall not provide access to the Reports (or part or summary thereof) to any third party, and shall not make reference to LOAN FACILITATOR or any affiliate of the LOAN FACILITATOR in relation to the Services, other than the cases listed below:
 - (a) when required by law, to the extent and purpose required (by promptly notifying LOAN FACILITATOR on such requirement),
 - (b) to a legal entity or person (including Client's holding company or affiliates) pre-approved by LOAN FACILITATOR.
14. When LOAN FACILITATOR agrees to provide third party access to a Report (or part of it), such access shall be in the form approved by LOAN FACILITATOR, without any change, editing or modification.

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15. Reports (or part or summary thereof) shall solely be shared with third parties to the extent required to address issues related to facilitating, in relation to the Services, including questions, advices, opinions, or transaction management issues.
16. Client shall be entitled to use any summary, calculation or summary table included in LOAN FACILITATOR's Reports and based on Client Information, in Client's own in-house documents. Client shall solely be responsible for the contents of such documents, Client shall not be entitled to make any reference to LOAN FACILITATOR or its in third party communication.
17. Client shall not use any Report in draft version. LOAN FACILITATOR shall not be obliged to amend a Final Report based on circumstances or events on which LOAN FACILITATOR was informed after the Final Report was issued.

LIMITATIONS

18. LOAN FACILITATOR shall not be obliged to indemnify the Client (or any third Party using the Services) based on contract, law, or other grounds, against any lost profit, data loss, goodwill loss, or any claims arising out of the provisions herein for any other reason not foreseen, indirect, criminal or special, or against any other claim arising in relation to the Services, regardless whether the probability for such loss or damage was foreseen.
19. All indemnification due to Client (or to any third party using the Services) by LOAN FACILITATOR against other claims arising out of the provisions herein, or in relation to the Services, based on contract, law or other grounds, shall not exceed the total fees paid by Client for the Services (excluding taxes) resulting in the loss or damage.
20. In cases when LOAN FACILITATOR shall indemnify the Client (or any third party using the Services) against a claim for loss or damages arising from the provisions herein or in relation to the Services, caused jointly

with an outside party, LOAN FACILITATOR's liability shall be independent, instead of joint and several, and shall be limited to a reasonable portion of the total loss or damage, proportionate to LOAN FACILITATOR's actual involvement. LOAN FACILITATOR's pro-rata liability for the total loss or damage shall be unaffected by any exclusion or limitation of the liability of other parties, whether by law or contract, or any difficulty arising in the settlement or enforcement of the liability, or death, liquidation or bankruptcy of other liable parties, or ceasing of other parties' liabilities, for the loss or damage, or any part thereof, for any other reason

21. All claims arising out the Services or for other liabilities set forth in the Client Agreements shall be submitted by the lawful deadlines set for the case's lapse and becoming unenforceable.
22. Client shall not be entitled to enforce a liability or to initiate a legal proceeding against any other affiliate, business partners, personnel or subcontractors, agents of the LOAN FACILITATOR in relation to the Services, or otherwise, during the Term herein. Client shall be entitled to enforce a liability solely against the LOAN FACILITATOR.

INDEMNIFICATION

23. Client shall indemnify the LOAN FACILITATOR up to the maximum amount stipulated by law or professional regulations against any claim filed by third parties (including Client's holding company or affiliates) for any loss, damage, costs or expenses (including reasonable external costs) in connection with the use of a Report or for any action carried out on the basis thereof, in cases when the Report was shared with such third party by the Client, was accessed via the Client or as per Client's instruction. It is set forth herein that Client shall bear no responsibility for such third party claims in cases when the Report was used by the third party as per the explicit written approval of the LOAN FACILITATOR to the extent it was approved by LOAN FACILITATOR.

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COPYRIGHT

24. LOAN FACILITATOR shall be entitled to use data, software, design patterns, aids, tools, models, system, or other methods and know-how copyrighted by LOAN FACILITATOR ("**MATERIALS**") when rendering the Services. Despite the fact that Reports are delivered to the Client, all copyright to the Materials (including any development or know-how created during the performance of the Services) and to the Reports delivered in connection with the Services (excluding Client Data) shall be reserved by LOAN FACILITATOR.
25. After the Services are fully paid for by Client, Client shall be entitled to use the Report for its own purposes, in line with the authorizations herein provided.

CONFIDENTIALITY

26. Unless otherwise stipulated by another provision herein, the contents of the Client Agreement, or any information supplied by the other Party or on behalf of the other Party in connection with the Services rendered pursuant to this Agreement, and reasonably expected to be treated as confidential or otherwise protected, shall not be disclosed to third parties, the information exchanged within SUBCONTRACTS INDIA excluded. However, each Party shall be entitled to disclose such information to the extent:
- (a) such information was or is not disclosed by a breach of the provisions herein,
 - (b) the person to whom it was disclosed (the beneficiary) received the information later by a third party who's not subject to this non-disclosure agreement according to the beneficiary's knowledge,
 - (c) such information was already known to beneficiary at the time of disclosure, or was otherwise created at a later date,

- (d) disclosure was necessary for the execution of rights provided herein by the beneficiary, or
- (e) disclosure was required by governing laws, legal procedure or professional regulations.

27. SUBCONTRACTS INDIA, and all of their subcontractors, agents, and employees shall also be subject to this non-disclosure agreement.
28. The Parties accept all documents duly executed and forwarded to the other Party via e-mail as valid.
29. Unless forbidden by governing laws, LOAN FACILITATOR shall be entitled to disclose Client Information to other SUBCONTRACTS INDIA affiliates, and to third parties providing services on behalf of LOAN FACILITATOR, and the beneficiaries of Client Information shall be entitled to collect, use, transfer, store or otherwise process such information (collectively "**DATA PROCESSING**") in their home country for the purposes of rendering the Services, and in order to check their compliance with the governing laws and to identify any potential conflict of interest, or for the purposes of quality assurance, financing, risk management, accounting, and/or other administrative support services (collectively "**DATA PROCESSING OBJECTIVES**").
30. Client declares that in relation to any of the Services, according to its best knowledge at the time of acceptance of the provisions herein, Client, Client's holding company, or Client's affiliates have no valid written or verbal agreement entered into with another advisor, that would limit the management of any transaction subject to the Services for facilitating purposes, or disclosure of the project structure to third parties. Accordingly, Client shall take full responsibility for the consequences of such agreements.

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DATA PROTECTION

31. For the purposes of the Data Processing Objectives defined in section 27, LOAN FACILITATOR shall be entitled to process Client Information related to specific private individuals ("**PERSONAL DATA**"), and this shall apply to other SUBCONTRACTS INDIA affiliates or third parties providing services on behalf of SUBCONTRACTS INDIA. Processing of the Personal Data shall be carried out in full alignment with the governing laws and the non-disclosure agreement. LOAN FACILITATOR shall enforce compliance with such laws and rules by any third party LOAN FACILITATOR carrying out the processing of Personal Data.
32. Client warrants that Client is fully authorized to supply the Personal Data to the LOAN FACILITATOR in relation to the provision of Services, and that Data Processing of the Personal Data was carried out in full alignment with the applicable laws.

GENERAL RULES FOR REMUNERATION AND

33. Client shall pay the costs related to Services in accordance with the provisions of this Agreement. Client shall also reimburse LOAN FACILITATOR for other justified costs of LOAN FACILITATOR arising when rendering the Services. LOAN FACILITATOR's Remuneration is exclusive of all applicable taxes and charges, customs, duties or tariffs, such extra items shall be fully paid by Client (except for taxes generally payable on LOAN FACILITATOR's income).
34. LOAN FACILITATOR shall be entitled to charge additional fees in cases when LOAN FACILITATOR's ability to provide the Services pursuant to the original agreement is influenced by events outside the scope of authority of LOAN FACILITATOR (including Client's actions or defaults), or in cases when LOAN FACILITATOR is requested to provide additional services.

FORCE MAJEURE

35. Parties shall not be liable for a breach of the provisions herein (except for payment obligations) due to circumstances falling outside the scope of their reasonable influence.

TERM AND TERMINATION OF THE AGREEMENT

36. All Services shall be subject to this Agreement, regardless of the date when the Services were rendered (including dates prior to the execution of the Client Agreement(s)).
37. This Agreement shall lose force after the Services are completed.
38. Any provision of this Agreement creating rights or obligations for a time period after the termination of this Agreement shall remain in force after termination of this Agreement, except for cases when a specific deadline is stipulated by law.

GOVERNING LAW AND LEGAL DISPUTES

39. This Agreement will be governed by and interpreted in accordance with the internal laws of Europe without giving effect to otherwise governing principles of conflicts of law. Any legal action or proceeding arising out of or relating to this Agreement may be instituted in the courts of Europe and the Parties hereto irrevocably submit to the jurisdiction of such court in any action or proceeding. The Parties hereto irrevocably waive, and agree not to assert, by way of motion, as a defence, or otherwise, in any suit, action or other proceeding arising out of or based on this Agreement and brought in any such court, any claim that a Party hereto is not subject personally, to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum or that the venue of the suit, action or proceeding is improper. In the event that either party shall be required to bring any legal

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action against the other to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

40. Parties accept the exclusive jurisdiction clause mentioned in point 39 of this Agreement for any legal disputes arising out of this Agreement or the Services.

MISCELLANEOUS PROVISIONS

41. These Agreement comprising the Terms and Conditions have been in force as of 1st of January, 2019
42. This Agreement comprising the Terms and Conditions shall be an inseparable part of the entire Agreement entered into between LOAN FACILITATOR and Client in relation to the Services and other issues relating to the subject matter of the Services, and enters into force without signing on the date of Execution of the Client Agreement.
43. Client acknowledges the fact that LOAN FACILITATOR and its affiliates provide services to Client's competitors, given LOAN FACILITATOR's professional obligations.
44. Parties shall not be entitled to transfer any right, obligation, or receivables arising out of this Agreement to third parties.
45. If any provision herein (in part of full) deems to be unlawful, invalid or otherwise unenforceable, the rest of the provisions shall remain valid and effective.
46. In cases when a conflict arises between specific provisions herein, priority of the various documents shall be as such (unless explicitly otherwise agreed): (a) Client Agreement, (b) this Agreement, (c) e-mail correspondence.
47. Unless with the prior written agreement of the other Party, the Party's name, logo or brand name shall not be used by the other Party, excluding the following:

48. LOAN FACILITATOR shall be entitled to refer to Client publicly as a client of LOAN FACILITATOR in connection with the given Services.
49. The restrictions set out in sections 16 to 19, and section 21 herein, as well as the provisions of section 22, 27, 29 and 44 herein intend to also serve the interests of and thus enforceable by SUBCONTRACTS INDIA and its affiliates.

COMMITMENT CHARGES

50. Client will deposit US\$ 20,000 as **refundable** "Commitment Charges" to the LOAN FACILITATOR by remitting this said amount directly to a Bank account nominated by the LOAN FACILITATOR. These "Commitment Charges" are independent of any circumstantial expenses such as registration of companies/ JVs/ SPVs etc., as well as "Success Fee" payable to the LOAN FACILITATOR by the Client in the event of successful closure of the Services. The quantum/ value of such Success Fee will be covered under a separate IMFPA signed between the LOAN FACILITATOR and the Client. The "Commitment Charges" is a "guarantee" for all expenses incurred by the LOAN FACILITATOR by way of due diligence activities carried on by the LOAN FACILITATOR on the Client and his project.
51. LOAN FACILITATOR focuses only on profitable, economically well-established, carefully planned and prepared projects. LOAN FACILITATOR's ability to efficiently perform its services is decided by the quality of the information provided by the clients. The accuracy, liability and viability of the produced data is the responsibility of the client. LOAN FACILITATOR cannot be held liable for the accuracy of the data. LOAN FACILITATOR relies on this information. Therefore, the success or failure of the Services is clearly and strongly dependent upon the quality and completeness of the information/data

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provided by the client. That also means that the success fee of the LOAN FACILITATOR is dependent on the above factors. Hence, for the occurrence of unexpected situations, SUBCONTRACTS INDIA requires its Clients to pay the "Commitment Charges" as a guarantee against client's faults.

52. The following situations, although not an exclusive list, are examples and considered as the client's fault:

- a) if the client is not willing to provide or cooperate in the project documentation's proper preparation;
- b) if the client does not give a proper and timely feedback on FACILITATOR's questions, emails or any other communications;
- c) if the client will not act according to the terms of the agreement(s);
- d) if the client provides inaccurate, not viable or miscalculated data in the project documentation;
- e) if the information provided by the client proves to be unreal, or if the client withholds information relevant to the project;
- f) if the client will not accept the result of the Services for which the FACILITATOR was engaged even when requirements of the indicative offer in the client agreement are fulfilled, and will not commit to sign the offered contract.

53. In the case where the client is at fault for not accepting the outcome of the Services rendered by the LOAN FACILITATOR (see previous examples described above from a) to f) points), The client has no claim on the "Commitment Charges".

54. In the event of a successful closure of Services or in the event the LOAN FACILITATOR fails to close the deal due to no fault of the client, the LOAN FACILITATOR shall refund the sum of "Commitment Charges".

SUCCESS FEE

55. LOAN FACILITATOR will charge the client Success Fee equivalent to 2% (two percent) of the disbursed loan amount and this is non-negotiable. This success fee is independent of any additional charges/fee that might be charged to the client by another provider/funder brought in by the LOAN FACILITATOR to provide/lend the project finance amount to the client.

56. The full amount of the Success Fee will be deducted from the disbursed loan amount upon successful closure of the Services and the Client agrees to this unconditionally .

NON SOLICITATION DISCLAIMER

57. This contract between the parties and every subsequent e-mail and/or call between the parties are never to be considered a solicitation for any purpose in any form or content, upon receipt of these documents the client, as the recipient, hereby acknowledges this warning and disclaimer.

58. The borrower hereby confirms and declares that the financial advisors, its associates or representatives or any person or persons on its behalf has/have never ever solicited the borrower, its shareholders or associates or representatives in any way whatsoever that can be construed as a solicitation for this transaction or for future transactions.

59. The undersigned client hereby declares that it is fully aware that the information received from the financial advisors is in direct response to its request and is not in any way considered or intended to be a solicitation of funds, loans, banking instruments of any sort, or any type of offering of bank guarantee and their monetization and is intended for its general knowledge only and for knowledge of financial market players. the client hereby affirm under penalty of perjury that the financial advisors have not solicited it in any way.

60. Further, the financial advisors hereby declare they are not licensed brokers or government employees, and understand that neither are the client or its organization. we mutually agree that this private placement transaction is not intended for the general public, and all materials are for private use only. a facsimile or e-mail copy of this letter is as valid as the original.

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ACCEPTANCE AND DECLARATION BY CLIENT

By signing this agreement, we agree to abide by the Terms and Conditions mentioned in this document.

Signed and Accepted.

Client Name:

Signed By:

Designation:

Signature & Seal

Date:

**Counter Signed by LOAN
FACILITATOR:**

For Subcontracts India

Name:

Designation:

Date: