INTERNATIONAL BUSINESS FACILITATING SERVICES TERMS AND CONDITIONS

RELATIONSHIP BETWEEN THE PARTIES

1. International Business Facilitating Services ("Services") shall be rendered by the FACILITATOR using best efforts and diligence.

2. **FACILITATOR is SUBCONTRACTS INDIA**

3. Services shall be rendered by FACILITATOR as an independent business entity, 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 can be carried out by an affiliate appointed by the FACILITATOR, who will be in direct contact with the Client. Nonetheless, FACILITATOR shall solely be responsible for rendering the Services and other obligations set forth in the MOU (a separate document to be signed by both parties).

5. FACILITATOR shall not be responsible for Client's use of the outcome or implementation of the Services.

CLIENT LIABILITY

6. Client shall appoint trained personnel for the verification of the Services rendered by FACILITATOR. 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 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 FACILITATOR without being responsible for its evaluation or verification.

10. Client shall be responsible for compliance with the terms and conditions herein by Client's personnel.

11. Client shall identify, verify and carry out due diligence for all third parties introduced by FACILITATOR, in line with Client's general rules of business and internal policies. This responsibility shall not be transferred to FACILITATOR.

FACILITATOR REPORTS

12. All information, advice, proposal, report, business plan, presentation or other communication provided by 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 FACILITATOR or any affiliate of the 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 FACILITATOR on such requirement),

    (b) to a legal entity or person (including Client's holding company or affiliates) pre-approved by FACILITATOR.

14. When FACILITATOR agrees to provide third party access to a Report (or part of it), such access shall be in the form approved by FACILITATOR, without any change, editing or modification.

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 FACILITATOR's Reports and based on Client Information, in Client's own in-house documents, however, Client shall not be entitled to use FACILITATOR's recommendations, conclusions or statements included thereof. Client shall solely be responsible for the contents of such documents. Client shall not be entitled to make any reference to FACILITATOR or to any member/affiliate of the FACILITATOR in third party communication.

17. Client shall not use any Report in draft version. FACILITATOR shall not be obliged to amend a Final Report based on circumstances or events on which FACILITATOR was informed after the Final Report was issued.

LIMITATIONS

18. 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 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 resulting in the loss or damage.

20. In cases when 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, 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 FACILITATOR's actual involvement. 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 of 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 FACILITATOR's affiliates, business partners, personnel or subcontractors, agents, in relation to the Services, or otherwise, during the Term herein. Client shall be entitled to enforce a liability or initiate legal proceedings solely against the FACILITATOR.

INDEMNIFICATION

23. Client shall indemnify the FACILITATOR and other SUBCONTRACTS INDIA Group members 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 FACILITATOR to the extent is was approved by FACILITATOR.

COPYRIGHT

24. FACILITATOR shall be entitled to use data, software, design patterns, aids, tools, models, system, or other methods and know-how copyrighted by 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 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, FACILITATOR shall be entitled to disclose Client Information to other SUBCONTRACTS INDIA affiliates, and to third parties providing services on behalf of 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, 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. FACILITATOR shall enforce compliance with such laws and rules by any third party FACILITATOR carrying out the processing of Personal Data.

32. Client warrants that Client is fully authorized to supply the Personal Data to the 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 the Client Agreement(s). Client shall also reimburse FACILITATOR for other justified costs of FACILITATOR arising when rendering the Services. 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 FACILITATOR's income).

34. FACILITATOR shall be entitled to charge additional fees in cases when FACILITATOR's ability to provide the Services pursuant to the original agreement is influenced by events outside the scope of authority of FACILITATOR (including Client's actions or defaults), or in cases when FACILITATOR is requested to provide additional services.

FORCE MAJEURE

35. Parties shall not be liable for a breach of the provisions herein (expect 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, and any non-contractual issues or obligations arising out of this Agreement or the Services and their interpretation shall be governed by the Law specified in the MOU

40. Parties accept the exclusive jurisdiction of the Court specified in the MOU, 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, 2018

42. This Agreement comprising the Terms and Conditions shall be an inseparable part of the MOU entered into between 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 FACILITATOR and its affiliates provide services to Client's competitors, given 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. FACILITATOR shall be entitled to refer to Client publicly as a client of 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 FACILITATOR and its affiliates.

COMMITMENT CHARGES

50. For all International Business Facilitation, Client will pay a non refundable "Commitment Charge" of USD 20,000 (United States Dollar Twenty Thousand) to the FACILITAOR by remitting this said amount directly to a Bank account specified by the FACILITATOR.

51. FACILITATOR focuses only on profitable, economically well-established, carefully planned and prepared projects. 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. FACILITATOR cannot be held liable for the accuracy of the data. Therefore, the success or failure of the Services is clearly and strongly dependent upon the quality and completeness of the information/data provided by the client. That also means that the success fee of the FACILITATOR is dependent on the above factors. Hence, for the occurrence of unexpected situations, FACILITATOR requires its Clients to pay the "Commitment Charges" as business security deposit 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.

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53. In the case where the client is at fault for not accepting the outcome of the Services rendered by the FACILITATOR (see previous examples described above from a) to f) points), FACILITATOR is entitled to forfeit the sum of "Commitment Charges" and the Client agrees to this clause.

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

SUCCESS FEE

55. The Success Fee will be determined by the size, type, and complexity of the Services and would be decided by mutual agreement between the FACILITATOR and the Client.

56. The full amount of the Success Fee will be payable by the Client to the FACILITATOR upon successful closure of the Services and must be paid as per MOU signed between both parties.

ACCEPTANCE OF THIS AGREEMENT 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: