



# FINANCIAL ADVISORY SERVICES TERMS AND CONDITIONS

## RELATIONSHIP BETWEEN THE PARTIES

1. FINANCIAL ADVISORY SERVICES (“Services”) shall be rendered by the FINANCIAL ADVISOR using best efforts and diligence post signing of the Client Agreement and payment of Engagement Fee online by the Client.
2. FINANCIAL ADVISOR is SUBCONTRACTS INDIA.
3. Services shall be rendered by FINANCIAL ADVISOR as an independent business entity. FINANCIAL ADVISOR 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 FINANCIAL ADVISOR, who will be in direct contact with the Client. Nonetheless, FINANCIAL ADVISOR shall solely be responsible for rendering the Services and other obligations set forth in the Client Agreement.
5. FINANCIAL ADVISOR 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 FINANCIAL ADVISOR 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 FINANCIAL ADVISOR 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 FINANCIAL ADVISOR, in line with Client’s general rules of business and internal policies. This responsibility shall not be transferred to FINANCIAL ADVISOR.

## FINANCIAL ADVISORY REPORTS

12. All information, advice, proposal, report, business plan, presentation or other communication provided by FINANCIAL ADVISOR 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 FINANCIAL ADVISOR or any affiliate of the FINANCIAL ADVISOR 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 FINANCIAL ADVISOR on such requirement),
  - (b) to a legal entity or person (including Client’s holding company or affiliates) pre-approved by FINANCIAL ADVISOR.
14. When FINANCIAL ADVISOR agrees to provide third party access to a Report (or part of it), such access shall be in the form approved by FINANCIAL ADVISOR, 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

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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 FINANCIAL ADVISOR' 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 FINANCIAL ADVISOR or its in third party communication.
17. Client shall not use any Report in draft version. FINANCIAL ADVISOR shall not be obliged to amend a Final Report based on circumstances or events on which FINANCIAL ADVISOR were informed after the Final Report was issued.

### LIMITATIONS

18. FINANCIAL ADVISOR 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 FINANCIAL ADVISOR 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 Engagement Fee and taxes) resulting in the loss or damage.
20. In cases when FINANCIAL ADVISOR 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, FINANCIAL ADVISOR'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 FINANCIAL ADVISOR's actual involvement. FINANCIAL ADVISOR'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 FINANCIAL ADVISOR in relation to the Services, or otherwise, during the Term herein. Client shall be entitled to enforce a liability solely against the FINANCIAL ADVISOR.

### INDEMNIFICATION

23. Client shall indemnify the FINANCIAL ADVISOR 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 FINANCIAL ADVISOR to the extent is was approved by FINANCIAL ADVISOR.

### COPYRIGHT

24. FINANCIAL ADVISOR shall be entitled to use data, software, design patterns, aids, tools, models, system, or other methods and know-how copyrighted by FINANCIAL ADVISOR ("MATERIALS") when rendering the Services. Despite the fact that Reports are delivered to the Client, all copyright to

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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 FINANCIAL ADVISOR.

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 FINANCIAL ADVISOR excluded. However, each Party shall be entitled to disclose such information to the extent:
- such information was or is not disclosed by a breach of the provisions herein,
  - 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,
  - such information was already known to beneficiary at the time of disclosure, or was otherwise created at a later date,
  - disclosure was necessary for the execution of rights provided herein by the beneficiary, or
  - disclosure was required by governing laws, legal procedure or professional regulations.
27. FINANCIAL ADVISOR 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, FINANCIAL ADVISOR shall be entitled to disclose Client Information to their other affiliates, and to third parties providing services on behalf of FINANCIAL ADVISOR, 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.

### DATA PROTECTION

31. For the purposes of the Data Processing Objectives defined in section 27, FINANCIAL ADVISOR shall be entitled to process Client Information related to specific private individuals ("PERSONAL DATA"), and this shall apply to all other affiliates or third parties providing services on behalf of FINANCIAL ADVISOR. Processing of the Personal Data shall be carried out in full alignment with the governing laws and the non-disclosure agreement. FINANCIAL ADVISOR shall enforce compliance with such laws and rules by any third party FINANCIAL ADVISOR carrying out the processing of Personal Data.

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32. Client warrants that Client is fully authorized to supply the Personal Data to the FINANCIAL ADVISOR 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 **which have been first approved by the Client in writing** related to Services in accordance with the provisions of the Client Agreement. Client shall also reimburse FINANCIAL ADVISOR for other justified costs of FINANCIAL ADVISOR arising when rendering the Services. FINANCIAL ADVISOR'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 FINANCIAL ADVISOR's income).

34. FINANCIAL ADVISOR shall be entitled to charge **additional fees which have been first approved by the Client in writing** in cases when FINANCIAL ADVISOR's ability to provide the Services pursuant to the original agreement is influenced by events outside the scope of authority of FINANCIAL ADVISOR (including Client's actions or defaults), or in cases when FINANCIAL ADVISOR 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

36. All Services shall be subject to the Client Agreement, regardless of the date when the Services were rendered (including dates prior to the execution of the Client Agreement(s)).

37. The Client 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. The Client Agreement, and any non-contractual issues or obligations arising out of the Client Agreement or the Services and their interpretation shall be governed by the Indian Law. The parties hereby submit to the exclusive jurisdiction of the courts of India. All disputes or differences between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or arising out of this Agreement, shall at the first instance be resolved through mutual negotiation. Such negotiation shall begin promptly after a Party has delivered to the other Party a written request for such negotiation. It is hereby agreed that any matter, unresolved dispute, difference or claim which cannot be agreed or settled amicably within a period of thirty (30) days may be submitted to a sole arbitrator for adjudication who shall be appointed in accordance with the rules of Arbitration and Conciliation Act, 1996. The decision of the Sole Arbitrator shall be final and binding on both the Parties. The venue of such arbitration shall be New Delhi (India) and the arbitration proceedings shall be conducted in English language. In so far as practicable, the parties shall continue to implement the terms of this agreement notwithstanding the initiation of arbitration proceedings and any pending claim or dispute.

40. Parties accept the exclusive jurisdiction of the Courts in India for any legal disputes arising out of the Client Agreement or the Services.

### MISCELLANEOUS PROVISIONS

41. This document comprising the Financial Advisory Services Terms and Conditions have been in force as of 1<sup>st</sup> of January, 2017

42. This document comprising the Financial Advisory Services Terms and Conditions shall be an inseparable part of the Client Agreement entered into between FINANCIAL ADVISOR and Client in relation to the Services and other issues relating to

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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 FINANCIAL ADVISOR and its affiliates provide services to Client's competitors, given FINANCIAL ADVISOR'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. FINANCIAL ADVISOR shall be entitled to refer to Client publicly as a client of FINANCIAL ADVISOR 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 FINANCIAL ADVISOR and their affiliates.

### SUCCESS FEE

50. 'Success Fee' is non-negotiable and is 1.5% (One point Five Percent) of the Total value of Funding/Investment/equity facilitated by the FINANCIAL ADVISOR and is **exclusive of any GST and/or all other applicable taxes**. This is payable to the FINANCIAL ADVISOR upon first drawdown.

51. The Client unconditionally agrees to let the success fee mentioned herein to be deducted from the disbursed loan amount and credited to the nominated

bank account of the FINANCIAL ADVISOR if such an arrangement is requested in writing by the FINANCIAL ADVISOR.

### NON SOLICITATION DISCLAIMER

52. 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.

53. The borrower hereby confirms and declares that the FINANCIAL ADVISOR, 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.

54. The undersigned client hereby declares that it is fully aware that the information received from the FINANCIAL ADVISOR 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 affirms under penalty of perjury that the FINANCIAL ADVISOR has not solicited it in any way.

55. Further, the FINANCIAL ADVISOR hereby declares it is not a licensed broker or government employee, and understands that neither are the client or its organization. We mutually agree that this transaction is private and 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 document, we agree to abide by the Financial Advisory Services Terms and Conditions mentioned herein.

#### **Signed and Accepted.**

Client Name:

Signed By:

Designation:

Signature & Seal

Date:

**Counter Signed by FINANCIAL ADVISOR:**

**For Subcontracts India**

Name:

Date:

Signature & Seal

Date: