

AGREEMENT BETWEEN PLATFORM AND LENDER

This Platform- Lender Agreement (“**Agreement**”) is between:

Phulchand Manaklal Securities Pvt Ltd. (“**Lender**”), incorporated under the Companies Act, 2013, having its registered office at 232, Building No. 2, Palash Tower CHS Ltd C Wing Veera Desai Road, Near Prathamesh Complex Andheri West Mumbai City MH 400053 IN;

AND

Fiducia Labs Private Limited, a company registered under the Companies Act, 2013 and having its registered office at FN-1304, Buttercup, Hiranandani Meadows, Gladys Alvares Road, Thane (West), Maharashtra - 400610 (“**Company**”) which is in the business of providing Services (*defined below*) through its online platform <https://www.getunion.io> (“**Platform**”), in consideration of fulfilment of other terms and conditions as contemplated herein.

The Lender and Company/Platform may individually be referred to as “**Party**” and collectively as “**Parties**”. The expression Lender and Company/Platform, unless repugnant to the context, shall mean and include their legal representatives, assignees, nominee(s), and administrators. Unless otherwise provided, the terms defined in this document shall have the meaning given to them in **Annexure-A (Definitions)**.

BACKGROUND OF THE AGREEMENT

- A. The sellers are micro, small, and medium enterprises facing shortage of funds due to deferred payment on invoices by blue-chip companies/end customers, and therefore require short-term loans to meet immediate business needs.
- B. The Lenders are NBFCs, Banks, and Financial Institutions that are willing to provide short-term loans to sellers based on the unpaid invoices that they upload on the Platform.
- C. The Company owns and maintains the Platform to enable the Lenders to identify and select sellers, and enable loans to be provided to the said seller by the Lenders subject to Applicable Laws.
- D. For the above stated purpose, the Platform allows registration of Lenders and sellers, and allows the said sellers to upload their relevant information on the Platform including the Invoices from time to time. The detailed scope of services has been provided in Clause 1 (*Services*).
- E. The Parties hereby agree that the relationship between the Lender and the Platform shall be governed by the terms contained herein.

Therefore, this Agreement witnesses that in consideration of the grants, mutual covenants, representations and warranties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SERVICES

1.1. The Platform will:

- (i) facilitate registration of the Lender in the manner provided under Clause 2 (*Activation of the Lender Union Account*);
- (ii) enable the Lender to identify and select a seller including facilitating online acceptance of bids by Lenders on the Invoices;
- (iii) enabling the seller to upload invoices by ensuring that the seller procures a confirmation (vide electronic medium) from the End Customer: (a) on the authenticity of the invoices; (b) that there is no dispute in relation to the Invoice; and (c) the invoice amount as on the date of the confirmation is still unpaid;

- (iv) ensure that a memorandum of understanding/undertaking is executed between the Platform and with the End Customer authorising the Platform to receive payments in relation to an Invoice against which a loan may have been procured directly into the loan repayment system (details of which shall be provided by the Platform from time to time).
- (v) facilitate a loan transaction between a seller and lender including but not limited to communications between the seller and the lender, facilitate remittance of the funds vide an escrow bank for and on behalf of the lender, and facilitate documentation between the seller and the lender;
- (vi) facilitate payments/settlement of loans on relevant due dates vide post-dated cheques or auto debit and other related services to the seller and/or End Customer (as the case may be);
- (vii) facilitate settlement of loan amounts on relevant due dates in case of cross defaults between a seller and a lender i.e. when there is a default by a seller against the same Lender in relation to loan amounts raised against different Invoices; and
- (viii) assist the lender in recovering the loan and any additional amount, if any, from the seller in the event repayment is not received by the lender on relevant due dates under Applicable Law including the Negotiable Instruments Act (hereinafter collectively referred to as “**Services**”).

It is hereby clarified that any additional services may be provided by the Platform as per mutual agreement between the Parties from time to time. Further, the Platform may impose additional charges for such additional services under Clause 2.2.

- 1.2. Notwithstanding anything contained in this Agreement, the Platform is not, nor shall be deemed to be, a party to any loan agreement entered into on a principal-to-principal basis between a seller and a Lender.
- 1.3. The Platform shall not be liable for any claim to any person (including a seller and a Lender) in relation to the loan agreement. The final decision to grant a loan to a seller shall rest solely and exclusively with the Lender. It is further clarified that the Platform has no beneficial or proprietary interest in any loan agreement that may be executed between the sellers and Lenders.
- 1.4. The Lenders registered on the Platform shall have the sole responsibility and obligation to ensure compliance with Applicable Law at all times. The Company/Platform shall not be held responsible or liable for any actions of the Lenders on the Platform.

2. PAYMENT OF FEE & CHARGES

- 2.1. The Lender shall pay to the Platform a fee of an amount [INR] for the provision of the Services provided to the Lender (“**Lender Platform Fee**”). The manner of payment of the Lender Platform Fee shall be notified (including vide electronic medium) by the Platform.
- 2.2. The Platform may notify the Lender any additional charges for provision of any additional services and other payments such as applicable stamp duty charges, and other costs in relation to implementation of this Agreement and/or facilitation of loan between a seller and the Lender.
- 2.3. All payments to be made by the Lender to the Platform under this Agreement shall be made clear and without deduction for or on account of taxes unless the Lender is required to make such payments subject to the deduction or withholding of taxes, in which case the sum payable by the Lender in respect of which deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after making the required deduction or withholding, the Platform receives and retains (free from liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made, except if the deduction or withholding was made in respect of any taxes calculated with reference with respect to the Platform in accordance with Applicable Law, provided that the Lender delivers tax deduction or withholding certificates (or copies thereof) to the Platform within 30 (thirty) days in

respect of such withholding or deduction evidencing that the amounts deducted and/or withdrawal have been paid and/or deposited with the relevant governmental authority.

3. ACTIVATION OF LENDER UNION ACCOUNT

- 3.1. The Lender shall furnish such details as required by the Platform to enable the Platform to activate the Lender Union Account (“**Activation**”) to become eligible for procuring the Services rendered on the Platform.
- 3.2. The Activation shall be subject to the Lender:
 - (i) executing this Agreement;
 - (ii) fulfilling the due diligence requirements of the Platform; and
 - (iii) complying with Applicable Law.
- 3.3. The Platform shall at its sole discretion, upon satisfaction of all conditions specified in Clause 3.2 above, and other terms of this Agreement:
 - (i) Activate the Lender Union Account; and
 - (ii) Enable the Lender to avail the Services over the Platform.
- 3.4. The Lender shall provide the Platform with such forms, reports, and other documents, as the Platform may require from time to time, for the completion of Activation on the Platform.
- 3.5. The Lender agrees and acknowledges that it has a limited, non-exclusive, non-transferable license to use the Platform in accordance with the terms and conditions of this Agreement.
- 3.6. The Platform shall have a right to call upon the Lender, subsequent to the Activation, to submit such documents as it may reasonably require to satisfy itself that the Lender is entitled to continue using the Services of the Platform.
- 3.7. It is hereby expressly clarified that Platform shall be entitled to terminate the registration of the Lender, and the usage of the Platform in the event the Company/Platform is of the opinion, at its sole discretion, that the Lender fails to satisfy the requirements for Activation or has breached the terms of this Agreement in any manner.
- 3.8. Notwithstanding anything contained in this Agreement, the Platform is under no legal obligation to open the Lender Union Account or allow the Lender to use the Platform in the event any information or document provided by Lender is, in the opinion of the Platform, not in compliance with the Applicable Law or/and the Terms and Conditions of the Platform as notified from time to time.
- 3.9. The Lender shall be solely and absolutely responsible for the usage of the Lender Union Account and safe custody of all Lender Login Details of the Platform. Any activity conducted over the Platform by making use of the Lender Login Details shall be construed as an activity undertaken by the Lender.

4. TRANSACTION BETWEEN SELLER AND LENDER

- 4.1. Upon the successful Activation of the Lender Union Account, the Platform shall enable the Lender to offer a grant of loan to the seller, on the basis of the Invoice approved and uploaded on the Platform by the seller.
- 4.2. A seller will notify the acceptance or rejection of the loan offer within [*] days from the date of receipt of offer.
- 4.3. In the event, a seller accepts the loan offer it shall execute a loan agreement, and such other documents as may be required for the purpose of giving effect to the transaction as may be provided by the Platform/Company and/or the Lender, as the case may be.
- 4.4. The Lender shall not enter into any agreement/arrangement with a seller with respect to a loan, without the consent or knowledge of Platform. In the event the Lender enters into any such agreement/arrangement, it shall be considered to be a material breach of this Agreement.

5. CONFIDENTIALITY

- 5.1. The Parties shall not disclose or permit access of Confidential Information to any third-party.

- 5.2 The Parties are permitted to disclose the Confidential Information to its/their employees, agents, advisors and sub-contractors (“**Representatives**”) on a need-to-know basis, provided the Parties ensure that the Representatives agree to be bound by similar non-disclosure obligations.
- 5.3 The Lender shall be responsible for any breach of this Agreement by their respective Representatives, and further agree to indemnify the Platform at all times for any loss suffered on account thereof.
- 5.4 The Parties shall take all reasonable measures to maintain the confidentiality of all such Confidential Information of the other Party in its possession or control, which shall in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance.
- 5.5 Notwithstanding the foregoing, the obligation of confidentiality shall not apply to any disclosure of information that:
- (i) enters the public domain other than by reason of a breach by a Party; or
 - (ii) was in the possession of the receiving Party prior to disclosure under this Agreement, except to the extent that such information was unlawfully appropriated; or
 - (iii) has been independently procured/developed as a result of the efforts of receiving Party, and not as a direct or indirect result of the disclosure of Confidential Information by the disclosing Party.
- 5.6 The Parties hereby agree, upon receiving a request from the Platform (in writing or vide electronic medium) or on termination of this Agreement under Clause 9 (*Termination*) they shall promptly deliver to the relevant Parties, or destroy all Confidential Information, including all copies, reproductions, summaries, analyses, memoranda, notes or extracts thereto or based thereon in its possession or control.

6. NON-CIRCUMVENTION

- 6.1. The Lender agrees not to use any information gathered from the Company/Platform or its Representatives, partners, customers, and channels or any other sources introduced by or referred by the same, in relation to any Service as contemplated herein or in any manner which would preclude the Company/Platform from receiving its commission for providing Services.
- 6.2. For a period ending 1 (one) year after termination of this Agreement, the Lender also agrees that it will not, by itself or on behalf of any other person, firm, partnership or corporation divert or take away or attempt to divert or take away, call on or solicit or attempt to solicit the business or patronage of any person or entity who is known the Company/Platform as a customer, channel, contact, referral, acquaintance, agent, employee, investor, partner, Representative, or affiliate, including, but not limited to, those with whom Lender become acquainted with as a result of Lender’s relationship with the Company/Platform. This Section shall survive termination of the Agreement.

7. ASSIGNMENT

- 7.1. The Lender hereby agrees and undertakes that it shall not assign or transfer any of its rights, duties or obligations under this Agreement except with the prior written permission of the Platform.

8. PUBLICITY

- 8.1 The Lender shall not issue any External Communications, concerning this Agreement, or the relationship between the Parties, without the prior written consent of the Platform, which consent shall not be unreasonably withheld.
- 8.2 The Platform shall have the right to use the name of the Lender on its Platform.

9. TERMINATION

- 9.1 This Agreement shall become effective on the Effective Date and shall continue till the termination of the Agreement (as provided in Clause 9.2 and Clause 9.3 below).
- 9.2 The Platform may in its sole discretion terminate this Agreement and the Services in the event of:
- (i) any material breach by the Lender of this Agreement;
 - (ii) it has become unlawful for the Lender to grant loan to a seller;
 - (iii) it has become unlawful for the Lender to comply with any of its obligations under the loan agreement that may be executed pursuant to the Activation;
 - (iv) The provision of the Services to the Lender by the Platform is, in the opinion of Platform, no longer commercially viable or in any way detrimental to the Platform, its business or the Platform;
- or
- (v) mutual agreement of the Parties.
- 9.3 In addition to the above, this Agreement shall terminate with immediate effect in the event any Party hereto is declared bankrupt or becomes the subject of proceedings for bankruptcy, dissolution or liquidation, or is unable to pay its debts and liabilities as they become due and a petition for winding up such Party is admitted by a court of competent jurisdiction and a provisional liquidator or liquidator is appointed by such court with respect to such Party.
- 9.4 In the event the Lender wishes to terminate the Agreement, it shall notify the Company/Platform in writing. Subject to the terms of a loan agreement that may be executed between a seller and a Lender, the Platform shall reserve the right to withhold the acceptance of such termination.
- 9.5 Upon termination the Lender shall: (a) clear all dues payable under this Agreement including payment of Lender Platform Fee; and (b) promptly return to Platform all papers, written materials, business information/documentation and other Confidential Information in its possession in connection with this Agreement. The obligation of repayment of loan shall be governed by the relevant loan agreement executed between a seller and Lender.

10. REPRESENTATIONS AND WARRANTIES

- 10.1. The Lender represents and warrants that:
- (i) it is a registered NBFC/Bank/Financial Institution, authorised by the RBI, to engage in the business of providing finance to a wide range of customers including small and medium enterprises;
 - (ii) it has the adequate legal capacity, authorizations, approvals, consents, licenses and permissions as required, to enter into and execute this Agreement;
 - (iii) it is not restricted in any manner or prevented in any manner under any Applicable Law, judgment, decree, ruling, contract or otherwise from executing and undertaking the obligations in the manner provided in this Agreement;
 - (iv) is in strict compliance of all Applicable Laws, and shall be solely and absolutely liable for any violation of the Applicable Law, including any direction or guideline issued by the RBI;
 - (v) will only use bank accounts from banks regulated by RBI for making or receiving payments related to this Agreement;
 - (vi) there is no pending or threatened action which might materially affect the validity or enforceability of this Agreement; and
 - (vii) the information submitted to the Platform are true and correct, and it has not provided any information which is incorrect or materially impairs the decision of the Platform to register it.
- 10.2. The Parties mutually represent and warrant that:

- (i) they have full power, capacity and authority to execute, deliver and perform this Agreement and have taken all necessary action (corporate, statutory or otherwise) to execute and authorize the execution, delivery and performance of this Agreement;
- (ii) this Agreement has been duly and validly executed and delivered by such Party and constitutes a legal and binding obligation of each Party enforceable against such Party in accordance with its terms; and
- (iii) to the best of their knowledge, there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against such Party or any obligation, act, omission or transaction contemplated hereunder.

11. RELATIONSHIP BETWEEN THE PARTIES

- 11.1 This Agreement is being entered into on a principal-to-principal basis between the Parties.
- 11.2 The Company and/or Platform has no beneficial or proprietary interest in the loan transaction except for the limited interest of receiving the Lender Platform Fee as contemplated herein.
- 11.3 Nothing in this Agreement or in any document referred to in it shall constitute any of the Parties a partner of the other, nor shall the execution, completion and implementation of this Agreement confer on any Party any power to bind or impose any obligation on any other Party or to pledge the credit of any other Party.

12. INDEMNIFICATION

- 12.1. The Lender shall indemnify and keep indemnified and hold harmless the Company/Platform, its directors, officers, employees, agents, affiliates and subcontractors and assignees, (“**Indemnified Party**”) from and against any and all losses, claims, damages, liabilities and fees, expenses and disbursements (including the fees, expenses and disbursements of counsel), (collectively, “**Losses**”), which may be suffered or incurred directly, but not consequentially, by the Company/Platform as a result of or in connection with any act or omission undertaken in relation to this Agreement, negligence, fraud or wilful default of the Lender, and any breach of any of representations and warranties made by the Lender.

13. LIMITATION OF LIABILITY

- 13.1. Except for any liability which cannot by law be excluded or limited, no Party shall be liable to the other Party or any other third party, for indirect, incidental, special, punitive or exemplary or consequential damages, including without limitation, damages for loss of profits, business interruption, loss of goodwill incurred by the other Party arising out of, or relating to this Agreement whether framed as a breach of warranty, in tort, contract, or otherwise even if a Party has been advised of the possibility of such damages. Provided, *however*, the Company shall not be liable for any losses arising out of or relating to any of its actions or omissions to act under this Agreement, except to the extent that any such losses are caused by the Company’s wilful misconduct, fraud or gross negligence.
- 13.2. In any case, notwithstanding anything contrary contained herein, the liability of Platform shall not exceed the total Lender Platform Fee paid by the Lender to the Platform for a period of 6 (six) months prior to the date on which the claim of such liability arose.
- 13.3. The limitations of this provision shall not apply to:
 - (i) breach of representation and warranties;
 - (ii) breach of confidentiality obligations; and
 - (iii) indemnification obligations.
- 13.4. The provisions of this clause shall survive the termination of this Agreement.

14. WAIVER

- 14.1 No delay or omission of either Party in exercising any right, power or remedy accruing to the Parties upon any default hereunder shall impair any such right, power or remedy or be construed to be a waiver thereof.
- 14.2 The rights and remedies of the Parties herein provided are cumulative and not exclusive of any rights or remedies provided by Applicable Law and in equity.
- 14.3 A waiver or consent granted by either Party under this Agreement will be effective only if given in written format (which may be executed electronically), and be applicable only in the instance and for the purpose for which it is given.

15. AMENDMENTS

- 15.1 No modification or amendment of this Agreement, shall be valid or binding unless made in written format, and duly executed (including vide electronic medium) by the Platform and the Lender.
- 15.2 This Agreement, along with terms and conditions of the Platform, integrates the entire agreement and understanding between the Parties, and supersedes all oral negotiations and prior agreements in respect of the subject matter hereof.

16. NOTICE

- 16.1 Every notice, request, demand or other communication under this Agreement shall be in writing or vide electronic medium or any other mode as acceptable by both Parties.
- 16.2 The notice shall be deemed to have been received by the Platform/ Lender when delivered during business hours on a business day.
- 16.3 The notice shall be sent to the Platform/ Lender at the following address mentioned below, or to such other address as either Party may in writing or vide electronic medium notify to the other Party:

To the Lender:

Name: Phulchand Manaklal Securities Pvt Ltd.

Address: 232, Building No. 2, Palash Tower CHS Ltd C Wing Veera Desai Road, Near Prathamesh Complex Andheri West Mumbai City MH 400053 IN

To the Platform:

Name: Kamal Anandani

Designation: Director

Address: FN-1304, Buttercup, Hiranandani Meadows, Gladys Alwares Road, Thane (West), Maharashtra - 400610

Phone: +91 7021990204

E-mail: kamal@getunion.io

- 16.4 The cost of sending the notice, including the postal charges applicable thereon, shall be borne by the Party sending the notice to the other Party.

17. SEVERABILITY

- 17.1. Every provision contained in this Agreement shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way be affected or impaired thereby.
- 17.2. The Parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement, which most nearly reflects the Parties' intent in entering into this Agreement.

18. ENTIRE AGREEMENT

- 18.1. The Parties acknowledge that this Agreement is the complete understanding between the Parties and supersedes all proposals, prior arrangements or undertakings, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement.

19. ARBITRATION AND DISPUTE SETTLEMENT

- 19.1. Subject to Applicable Law, all disputes, differences and/or claims, arising out of this Agreement, whether during its subsistence or thereafter, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall be conducted by a sole arbitrator to be appointed by the Company/Platform. The seat of arbitration shall be in Mumbai and the proceedings shall be conducted in the English language.
- 19.2. The Award given by the arbitrator shall be final and binding on the Parties to this Agreement. The cost of the arbitration shall be borne by the Party against whom the Award is passed by the sole arbitrator.

20. GOVERNING LAW AND JURISDICTION

- 20.1. Subject to Clause 19 (*Arbitration and Dispute Settlement*), this Agreement shall be governed and construed in accordance with the substantive laws of India and the parties hereto submit to the exclusive jurisdiction of the courts at Mumbai.

21. OTHER GENERAL TERMS

- 21.1. The intellectual property rights of the respective Parties shall continue to remain with them. The Platform shall continue to own all intellectual property of and attached to provision of Service, and this Agreement does not constitute and shall not be construed as an assignment or sale or transfer of the trademark rights or any other intellectual property right in relation thereof in any manner whatsoever.
- 21.2. A Party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is beyond its reasonable control, materially affecting the performance of any of its obligations under this Agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.
- 21.3. There are no implied licenses or other implied rights granted under this Agreement.
- 21.4. The obligation of the Parties under this Agreement under Clause 5 (*Confidentiality*), Clause 6 (*Non Circumvention*), Clause 7 (*Assignment*), Clause 10 (*Representations and Warranties*), Clause 11 (*Relationship between the Parties*), Clause 12 (*Indemnity*), Clause 13 (*Limitation of Liability*), Clause 14 (*Waiver*), Clause 15 (*Amendment*), Clause 16 (*Notice*), Clause 17 (*Severability*), Clause 18 (*Entire Agreement*), Clause 19 (*Arbitration and Dispute Settlement*) and Clause 20 (*Governing Law and Jurisdiction*), and Clause 21 (*Other General Terms*) shall survive any expiration, and/or termination of this Agreement.

- 21.5. The Parties undertake that they have read the entire Agreement, constituting all clauses contained herein and Annexures attached hereto.

ON BEHALF OF THE LENDER:

ON BEHALF OF THE COMPANY:

ANNEXURE-A
DEFINITIONS

“Applicable Law” shall mean all laws, statutes, constitutions, treaties, rules, codes, ordinances, regulations, rulings, whether central, state, local, foreign, international as may be applicable (from time to time), and all orders, judgments, injunctions, decrees, permits, certificates and licenses of any Governmental Authority, and all interpretations of any of the foregoing by a Governmental Authority having jurisdiction or any arbitrator or other judicial or quasi-judicial tribunal.

“Award” shall have the meaning assigned to it under the Arbitration and Conciliation Act, 1996.

“Confidential Information” shall mean all information (whether in written, oral, or electronic or other format) which relates to the operational, technical, financial and business affairs, customers, subscribers, Lenders, , suppliers, service providers, services, developments, operations, processes, data, trade secrets, design rights, intellectual property, methodologies, formulae, flow-charts, know-how and personnel of the Parties which is disclosed to or otherwise learnt by the receiving Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, site visits and meetings in connection with this Agreement) and that should be reasonably understood by the receiving Party to be proprietary and confidential to the discloser, or to a third party.

“End Customer” shall mean the customer/blue chip companies which is liable to pay the unpaid invoice raised by a seller.

“External Communications” shall include, without limitation, press releases, advertisements, articles appearing in any form of media, as the case may be or other public announcements.

“Indemnified Parties” shall have the meaning ascribed to it under Clause 12.1 of this Agreement.

“Invoice” shall mean the genuine and unpaid sale invoices raised by a seller on an End Customer.

“Lender Login Details” shall mean the login details provided by the Platform to the Lender on registration on the Platform.

“Lender Platform Fee” shall mean the fee payable by the Lender to the Platform as provided in Clause 2.1 of this Agreement.

“Lender Union Account” shall mean the Lender’s account created with the Platform for the purposes of availing the Services.

“Losses” shall have the meaning ascribed to it under Clause 12.1 of this Agreement.

“Representatives” shall have the meaning ascribed to it under Clause 5.2 of this Agreement.

“Service” shall have the meaning ascribed to it under Clause 1.1 of this Agreement.

“Terms and Conditions” shall mean the terms and conditions including privacy policy published by the Platform on its website (<https://www.getunion.io>) from time to time.