

## **SERVICE AGREEMENT**

**IMPORTANT – PLEASE READ CAREFULLY AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT PRIOR TO ACCEPTING IT TO ACCESS THE SERVICES PROVIDED BY EDA CAPITALCONNECT.**

This online Service Agreement is a legally binding Agreement between the 'Subscriber' (as defined below) and EDA CapitalConnect Limited whose registered office is at Z-9 Ground Floor, Ayanagar Colony, Ayanagar Phase V, New Delhi 110 047, India ('CapitalConnect') and the use of the Services (as defined below) under this Agreement is subject to the laws of India. By clicking the "I ACCEPT" button, the Subscriber authenticates the information submitted by it/her/him in connection with this Service Agreement and agrees to be bound by the terms of this Service Agreement. By clicking the "I DECLINE" button, you do not agree to the terms of this Service Agreement and are therefore not allowed to access the Services.

The Subscriber is notified that use of the Services on the Website [www.edacapitalconnect.com](http://www.edacapitalconnect.com) ('Website') will be subject to the terms and conditions contained in this Agreement.

### **WHEREAS**

- A. The Subscriber is a Social Enterprise / Institutional Lender & Lender / Promoter Investor (Joint Stock)
- B. CapitalConnect is an internet based international information dissemination and price discovery platform for institutional investors, lenders and enterprises in the development sector and largely operates through its Website [www.edacapitalconnect.com](http://www.edacapitalconnect.com).
- C. The Subscriber has approached CapitalConnect seeking Services and CapitalConnect has agreed to provide the said Services subject to Terms of Use (as defined below) and Privacy Policy (as defined below) and the terms and conditions of this Agreement.

### **THE PARTIES NOW AGREE AS FOLLOWS:**

#### **1. Definitions and Interpretation**

In this Agreement the following words and expressions have the following meanings unless inconsistent with the context:

- 1.1. '**Commencement Date**' shall mean the date on which the Subscriber accepts this Agreement by clicking on the 'I ACCEPT' button.

- 1.2. '**Currency**' shall mean the United States Dollars.
- 1.3. '**Confidential Information**' shall mean any and all confidential, proprietary or trade secret information, communicated to or received by either Party from the other, directly or indirectly, verbally, in writing, through observation or by any other means, in tangible or intangible form, including information applicable to or in any way related to: (i) the present or future business of the Parties or their affiliates; (ii) the financial details of the Parties or their affiliates; or (iii) the personal or professional details of the Parties or their affiliates. For purposes of clarity only, and without limiting the generality of the foregoing, "Confidential Information" shall include the following property or information of Parties and their affiliates: trade secrets, trades names, investments, trading strategies, capital market positions, processes, formulas, data, program documentation, customer lists, designs, drawings, know-how, improvements, inventions, licenses, techniques, plans or strategies for marketing, development and pricing, business plans, financial statements, employee telephone and address lists, profit margins and all information concerning existing or potential clients, investors, suppliers or vendors.
- 1.4. '**Consideration**' shall mean the Fee (as defined below) and/ or mutual obligations, representations and warranties of each Party to this Agreement
- 1.5. '**Fee**' shall mean the amount as set out at <http://www.edacapitalconnect.com/fee-schedule.aspx>.
- 1.6. '**Privacy Policy**' shall mean the privacy policy as set out at <http://www.edacapitalconnect.com/Privacy-Policy.aspx>
- 1.7. '**Services**' shall mean the services as are provided by CapitalConnect on the Website.
- 1.8. '**Term**' shall mean a period of 1 (one) year from the expiry of the Trial Period of this Agreement, or a period of 1 (one) year from the expiry of the Subscription Period.
- 1.9. '**Trial Period**' shall mean a period commencing from the date of receiving login details to [●] during which the Subscriber can access the Services without any payment of Fee.
- 1.10. '**Terms of Use**' shall mean the terms of use as set out at <http://www.edacapitalconnect.com/Terms-ofuse.aspx>
- 1.11. '**Subscriber**' shall mean the one who subscribes to the Services by accepting this Agreement by clicking on the 'I ACCEPT' button thereby confirming it/ her/his consent to the terms of this Agreement.
- 1.12. '**Full Membership**' shall mean the type of membership which the Subscriber chooses to receive all the Services of CapitalConnect. Subscribers who choose the Full Membership are required to pay a Fee.

1.13. **‘Limited Membership’** shall mean the type of membership which the Subscriber chooses to receive some of the Services of CapitalConnect. Subscribers who choose the Limited Membership are not required to pay a Fee.

1.14. **‘Subscription Period’** shall mean the period for which the Subscriber pays the Fees to access Full Membership or 1 (one) year from initiating Limited Membership.

## **2. Appointment**

2.1. Subject to Clause 3.1 below, Subscriber appoints CapitalConnect to provide Services for the Trial Period as well as the Term.

## **3. Trial Period**

3.1 CapitalConnect provides Services to its subscribers during the Trial Period. Use of the Services shall be free of charge during the Trial Period. Before the expiry of the Trial Period, CapitalConnect will request the Subscriber to choose either a Full Membership or Limited Membership. If the Subscriber chooses a Full Membership, the Subscriber will be required to pay the Fee upon the expiry of the Trial Period, and shall have access to all the Services of CapitalConnect until the expiry of the Term. If the Subscriber chooses a Limited Membership, the Subscriber will not be required to pay any Fee upon the expiry of the Trial Period, and shall have access to some of the Services of CapitalConnect for a period of 1 (one) year. If the Subscriber does not select either a Full Membership or Limited Membership before the end of Trial Period, the Subscriber will be automatically enrolled in the Limited Membership, and will not be required to pay any Fee to CapitalConnect for the next one year.

## **4. CapitalConnect 's obligations**

4.1. CapitalConnect shall provide Services to its subscribers during the Trial Period and the Term, and shall request its subscribers to choose either a Full Membership or Limited Membership before the expiry of the Trial Period.

4.2. CapitalConnect shall keep the information submitted by the Subscriber at the time of registration and thereafter updated in its records and on the Website. The said information shall be displayed per the privacy settings as chosen by the Subscriber in the Subscriber’s profile on the Website.

4.3. The Parties understand that the interaction between the subscribers of the Website may be one-to-one, one-to-many or one-to-all as chosen by the individual subscriber. CapitalConnect shall make reasonable efforts to display the profile in order to enable such interaction, although CapitalConnect shall not be responsible, if despite such reasonable display, the interaction is not to the satisfaction of the Subscriber or any other subscriber.

4.4. CapitalConnect shall adopt reasonable standards for maintenance and upgradation of the Website, although CapitalConnect shall not be responsible in

case the Website is not accessible or functional, in whole or part, due to reasons beyond CapitalConnect's control.

- 4.5. CapitalConnect shall ensure that the interest of the Subscriber as submitted by the Subscriber to CapitalConnect at the time of the registration and subsequently, is reasonably made explicit on the Website to enable interested subscribers to interact with the Subscriber, unless otherwise directed by the Subscriber.

## **5. Subscriber's obligations**

- 5.1. In consideration of the Services to be rendered by CapitalConnect to the Subscriber under this Agreement, the Subscriber agrees:
  - 5.1.1. to make the payment of the Fee for the Full Membership without any demand, deduction or set-off, if the Subscriber has selected a Full Membership;
  - 5.1.2. to fill in accurate and authentic information as to the identity of the Subscriber and other details required by CapitalConnect..
  - 5.1.3. to use the Services in accordance to the Terms of Use, Privacy Policy and the terms and conditions as set out in this Agreement;
  - 5.1.4. to use the information displayed on the Website for its own commercial or other objective and not to transmit the information to any other third party except as specifically provided in this Agreement or approved by CapitalConnect in writing;
  - 5.1.5. to review its account periodically to monitor any offers/opportunities and make its own judgments.
  - 5.1.6. to provide, update and keep updated complete and accurate information as per the requirements stated on the Website;
  - 5.1.7. to provide authority to the executing officer to sign the Agreement on its behalf.
  - 5.1.8. not to post, upload or anyway submit to be displayed any information, pictures, statements or data which is lascivious or appeals to the prurient interest, or if its effect is such as to tend to deprave and corrupt persons who are likely to read, see or hear the matter contained in it, or is blasphemous, objectionable or infringing the proprietary rights of a third party;
  - 5.1.9. to ensure that the information submitted to CapitalConnect directly or on the Website, whether personal or corporate, is given with explicit and informed consent;
  - 5.1.10. to provide copies of all relevant documentation confirming that all obligations, if any, under the relevant data protection laws and money laundering regulations of its respective country have been complied with.
  - 5.1.11. to keep CapitalConnect updated with the details of all the transactions that are entered into by the Subscriber as a result of the interactions of

the Subscriber on the Website and use of the Services. This obligation must be fulfilled by the Subscriber in order to allow CapitalConnect to comply with the relevant regulatory and legislative requirements in India.

5.1.12. to not use (either personally or through an agent or otherwise, directly or indirectly) or (insofar as it can reasonably do so) allow to be used:

5.1.12.1. any trade name used by any subscriber, or any other name, brand, device, heading, label, ticket, signature, word, numeral, packaging, or combination of colors or any combination thereof calculated or likely to be confused with any such trade name; or

5.1.12.2. any know how, technical information, trade secrets, or business method which is likely to compete with CapitalConnect's conduct of its business.

5.2. The Subscriber whether by itself or its employees, agents, or representatives, shall not directly or indirectly engage in or solicit any business which competes or may compete with the business of CapitalConnect, until a period of 1 (one) year from the termination of the Agreement.

5.3. Subscriber undertakes that it shall not contact or liaise with or solicit the services and/or expertise of any of the employees of CapitalConnect during the Trial Period, the Term and for a period of 1 (one) year thereafter.

5.4. The Subscriber undertakes to accept the Services offered through the Website as changed from time to time by CapitalConnect in its best endeavor towards improving the Services offered to its subscribers;

5.5. Notwithstanding any other clause of this Agreement, the Subscriber shall be responsible to make sure that there is no unauthorized access of the Website through the login ID and password provided to the Subscriber by CapitalConnect.

5.6. Subscriber, having obtained professional advice, acknowledges and agrees that the covenants contained in this Clause are no more extensive than is reasonable to protect CapitalConnect under this Agreement.

## **6. Confidentiality**

6.1. Neither Party shall reveal or disclose or make public any or all of the Confidential Information or other terms of this Agreement except as provided in this Agreement or as may be required by the Government or statutory authorities.

6.2. CapitalConnect understands that it has a duty to safeguard and keep confidential any information including financial details, etc that are submitted to CapitalConnect by the Subscriber on the Website. CapitalConnect undertakes that it will strive, at all times, to ensure that the information is kept confidential and secure in accordance with the level of confidentiality opted for by the Subscriber per the selection of settings for privacy and confidentiality on the Website.

- 6.3. The Subscriber agrees that it has made a informed choice and CapitalConnect will not be responsible for the level of confidentiality chosen by the Subscriber.
- 6.4. The Subscriber understands that some of its information will be compulsorily shared with other subscribers or users of the Website. CapitalConnect undertakes to indicate beforehand which information will be compulsorily shared and the Subscriber hereby confirms that it has no objection to the sharing of such information.

## **7. Indemnity**

The Subscriber agrees to indemnify and keep indemnified CapitalConnect from and against any and all loss, damage or liability (whether criminal or civil and whether direct or consequential) suffered including legal fee and costs incurred by CapitalConnect resulting from a breach of the Terms of Use, Privacy Policy and the terms and conditions of this Agreement by Subscriber or due to the provision of incorrect or incomplete information by the Subscriber including but not limited to:

- 7.1. any act of neglect or default of Subscriber or its employees or agents which results in breach of the Terms of Use, Privacy Policy and the terms and conditions of this Agreement;
- 7.2. breaches in respect of any matter arising from the supply of incorrect or incomplete information resulting in any claim by any third party; and
- 7.3. any and all loss, damage or liability suffered by CapitalConnect resulting from the Subscriber's own investment decisions or any steps taken by the Subscriber with respect to accepting or otherwise dealing with any other subscriber once the parties have been short listed for potential partnerships/transactions.

## **8. Representations & Warranties**

- 8.1. The Services covered by this Agreement is a framework to facilitate the interaction between various users and subscribers of the Website, but it is not a substitute for anyone's personal informed judgment. The information on the Website is not intended to and does not constitute an offer, solicitation, inducement, invitation or commitment to purchase, subscribe to, provide or sell any securities, service or product or to provide any recommendations on which users should rely. The Subscriber is responsible for its own investment decisions and may accept, reject or modify the investment opportunity that result from the use of the Website. The Subscriber is encouraged to seek individual advice from legal, financial, personal and other advisers before making any investment or financial decision based on the information available on the Website.
- 8.2. Both Parties have full power and authority to execute and deliver, perform obligations and give warranties and indemnities as set out in the Agreement.
- 8.3. The Subscriber accessing the information on this Website is responsible for ascertaining the legal requirements which could affect its subscription and participation on the Website.

## **9. Termination**

- 9.1. This Agreement shall be effective as of the Commencement Date and unless sooner terminated as per this Clause 9 or other terms of this Agreement, this Agreement shall continue in full force and effect for the Trial Period and the Term.
- 9.2. CapitalConnect shall be entitled to terminate this Agreement by written notice with immediate effect:
  - 9.2.1. in case it is discovered that the Subscriber provided false and misleading information;
  - 9.2.2. in case insolvency, bankruptcy or recovery proceedings are initiated against the Subscriber or if any of the property and assets of the Subscriber are placed in the hands of a receiver, trustee, or custodian, or if the Subscriber enters into any composition or arrangement with its creditors; and
  - 9.2.3. in case of breach of any of the obligations of the Subscriber as set out in the Terms of Use, Privacy Policy or this Agreement.
- 9.3. On termination of this Agreement, all rights of the Subscriber to access, view, download, store, copy, and use the materials available on the Website will cease.
- 9.4. The terms of this Agreement contained in Clauses 5, 6, 7, 11, 13.6 and 14 shall survive the termination of the Agreement.
- 9.5. The Subscriber shall be entitled to terminate this Agreement at any time.

## **10. Renewal**

- 10.1 Before the expiry of the Term, CapitalConnect shall request the Subscriber to renew their membership. The subscriber shall have the option to choose between a Full Membership or a Limited Membership. If the Subscriber chooses a Full Membership, the Subscriber shall pay the applicable Fee and shall have access to all the Services of CapitalConnect until the expiry of the subsequent Term. If the Subscriber chooses a Limited Membership, the Subscriber shall not be required to pay any Fee, and shall have access to some of the Services of CapitalConnect for the subsequent Term. If the Subscriber does not select either a Full Membership or Limited Membership before the end of the Term, the Subscriber will be automatically enrolled in a Limited Membership, and will not be required to pay any Fee to CapitalConnect for the subsequent Term.

## **11. Consequences of Termination**

- 11.1. In the event of this Agreement being determined whether by efflux of time, breach or otherwise:

11.1.1. Either Party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and the determination of this Agreement shall not affect or prejudice such rights and remedies. Each Party shall be and remain liable to perform all outstanding liabilities under this Agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it.

## **12. Taxation**

12.1. Withholding tax / service tax, if any, applicable in the country where the Subscriber is situate, shall be borne by the Subscriber. For the avoidance of doubt, the Fee is exclusive of any withholding tax / service tax and the Subscriber undertakes to pay any such applicable tax.

## **13. Miscellaneous**

### **13.1. No Partnership**

Nothing in this Agreement shall be deemed to constitute a partnership or any employment relationship between the Parties nor shall anything in this Agreement be deemed to constitute one Party the agent of the other for any purpose.

### **13.2. Variation And Amendment**

The Parties hereby agree that any variation or amendment of this Agreement shall only be effective if the same is agreed in writing and signed by both Parties.

### **13.3. Severance**

If a provision of this Agreement is held to be illegal or unenforceable, in whole or in part, under an enactment or rule of law, it shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected. If the provision is essential to the Agreement then the Parties shall attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the legal obligations of the invalid or unenforceable provision or CapitalConnect may require that the Subscriber enter into a new agreement with the same terms of the original Agreement, but subject to such amendments as CapitalConnect may request in order to make the provision legal and enforceable.

### **13.4. Notices**

Any notice to be served on either of the Parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant Party as stated at the head of this Agreement or by facsimile transmission or by electronic mail or by telex and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission or by electronic mail or by telex to the correct facsimile number or electronic mail number of the addressee.

### **13.5. CapitalConnect's Right to Assign**

CapitalConnect retains the right to assign this Agreement to any third party company, any parent, affiliate or subsidiary corporation or to any person, firm or corporation purchasing all, or substantially all, of CapitalConnect's assets, or with whom CapitalConnect may merge. The Subscriber shall be entitled to assign this Agreement or any of its rights and obligations under this Agreement to any other person or entity only after obtaining the written consent of CapitalConnect.

### **13.6. Arbitration**

13.6.1. Any dispute or differences arising out of or in connection with this Agreement (including the ones connected with the validity of this Agreement), shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 within 14 days or such longer period as may be mutually agreed upon from the date on which either Party informs the other in writing by a notice that such dispute, disagreement or difference exists. The Arbitral Tribunal shall consist of three arbitrators and the seat of arbitration shall be Delhi, India.

13.6.2. Within 14 days of the receipt of such notice, the Parties shall communicate to each other in writing, nominating one arbitrator each.

13.6.3. The two appointed arbitrators shall within 14 days from their appointment, appoint the third arbitrator, who shall act as the presiding arbitrator.

13.6.4. In the event one of the Party fails to nominate its arbitrator within 14 days as above, then the other Party shall be entitled, after due notice of at least 7 days, to request the President of Indian Council of Arbitration to nominate an arbitrator.

13.6.5. The decision of the majority of the arbitrators shall be final and binding on the Parties to this Agreement.

13.6.6. The Parties shall continue to perform their respective obligations under this Agreement during the pendency of the arbitration proceedings except in so far as such obligations are the subject of the said arbitration proceedings.

### **14. Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of India and the Parties now submit to the jurisdiction of the Courts of Delhi, India.

If you have read and understood the Terms of Use, Privacy Policy and other terms and conditions of this Agreement and agree to comply with and be bound by them, please click on the 'I ACCEPT' button below. If you do not agree to these, you may not use the Services and we request you to click on the 'I DECLINE' button below.

