Private and Confidential

Can be used for Regulatory Compliance

  Date: DD – MMMM – YYYY

M/S Arzya Principle Knowledge Advisory OPC Pvt Ltd

519, Indraprakash Building,

21 Barakhamba Road

New Delhi, Delhi 110001

Kind Attn: Dr. Sanjay Prakash Sahoo

Subject:  Mandate Letter and consent to provide services for exploring means to raise capital by monetizing and/or using as collateral and/or participating in Trade Placement Programs the Bond/MTN/IBOE/SBLC for …………………………………………………………………………………on an exclusive basis.

Dear Dr. Sahoo,

We refer to the proposal of M/S Arzya Principle Knowledge Advisory OPC Private Limited (hereby, known as the “Consultant”) to provide services for exploring means to raise capital for ………………..……………………………………………………………… (hereby, known as the “Company”) on an exclusive basis.

The Company is pleased to appoint you as Liaising Agent or Consultant for the Company on an exclusive basis to coordinate with the banks and other financial institutions along with private parties for raising the required funds through debt or any other suitable product for business requirement of the Company by monetizing and/or using as collateral and/or participating in Trade Placement Programs our Bond/MTN/IBOE/SBLC. This Letter is valid for 12 (Twelve) months from the date of this Letter, unless otherwise agreed between both the parties

The Consultant will not make any statement, claim or representation on behalf of the Company, except with the express written permission of the Company and other than those that may have been expressly permitted in writing by the Company or required in delivering your services as contemplated under this Letter.

All services to be provided by the Consultant under this Letter shall be performed with promptness and diligence and at a level of proficiency to be expected of liaising agent with the background and experience that the Consultant has represented. The Company upholds very strict ethical and anti-corruption practices in its business dealings, and the Consultant confirms that the Consultant shall adhere to highest ethical standards and shall not indulge in any unlawful or corrupt practices.

Both parties acknowledge that it may, during the term of this Letter, be exposed to or acquire information which is proprietary to or confidential to the other or its parent, subsidiaries or affiliates or their clients or customers. Both parties agree that all such information shall be held in the strictest confidence and will not be copied, reproduced, sold, assigned or transferred orally or in writing for any purpose whatsoever other than to complete their respective obligations under this Letter.

The Principal monetizer is the entity introduced by the Consultant to the Company for the whole and sole purpose of raising the required capital through debt or any other suitable product for business requirement of the Company by monetizing and/or using as collateral and/or participating in Trade Placement Programs our Bond/MTN/IBOE/SBLC

**Success Fee:** The Company would remunerate the Consultant with a success fee set at an agreed rate of 10(Ten)% + G.S.T (Goods and Service Tax, GST not included in case of international clients) of the amount mobilized through the Consultant’s endeavours, subject to the successful culmination of the fundraising activity within the mutually accepted time frame. The success fee shall be disbursed to the Consultant subsequent to the successful receipt of the raised funds in the Company designated bank account. Any applicable taxes as mandated by the statutory laws of the land, shall be deducted at the source. The Consultant will issue an invoice prior to the receipt of the raised funds, post signing of the Loan/Monetization/Trade agreement between the company and the Principal monetizer in the Company designated Bank Account adhering to a payment term of NET1 days, in order to prevent any contravention of statutory requirements. It is explicitly clarified that the success fee shall solely be applicable to capital raised by the Consultant through their own efforts.

However, the consequent success fee can also be disbursed directly in the bank accounts of the Consultant if the same has been mentioned in the Master Loan/Monetization/Trade Agreement of the Principal monetizer in the event of successful agreement between the Company and the Principal monetizer. In such case the Company will have no liability related to success fee being paid to the Consultant post successful receipt of the raised funds in the Company designated bank account.

**Penalty Fee:** If the Company for any reason whatsoever decides not to proceed with the project finance after acknowledging receipt and confirming acceptance of the term sheet from the principal monetizer then the Company is liable to pay a penalty of 1 (One)% of the amount sanctioned in the term sheet along with 18% G.S.T. (GST not included in case of international clients) to the Consultant. The penalty fee is for the recovery of expenses borne by the Consultant and its corresponding Principal monetizer for conducting the due diligence of the Company's request for issuing and/or monetizing and/or using as collateral and/or participating in Trade Programs the desired financial instruments and/or financing project/s and allocating fund/s for the same.

The Consultant agrees to indemnify and hold harmless the Company from, against and in respect of all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable counsel fees and expenses incurred in litigation or otherwise, assessed, incurred or sustained by or against the Company with respect to or arising out of the Consultant’s gross negligence or wilful misconduct in performing the Consultant’s services under this Letter.

This Letter shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this agreement, the Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi.

This Letter is not intended to be, and shall not constitute in any way, a binding or legal agreement, or impose any legal obligation or duty on either of us except mentioned herein.

Sincerely,

Signature:

Name:

Designation:

Aadhar Number/Social Security Number:

Email:

Mobile:

Passport Number:

Nationality:

Expiry Date:

**Statutory Notice:** **Any unfilled data field would render the APKA Capital Raise Mandate Letter Invalid, Null and Void**

**Client Corporate Information Sheet**

Directions: This document must be completed in full. If a line item does not pertain, then insert the term: “N/A” (non-applicable).

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| **Corporate Information** |
| Full Name of Corporation: |  |
| Date of Incorporation: |  |
| Incorporated in (City/State/Country): |  |
| Registration Number: |  |
| Board of Directors (Name & Title& % Ownership): |  |
| Officers (Name & Title): |  |
| Shareholders (List all shareholders owning more than 5 % of all outstanding shares of Corporation): |  |

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| **Location of Address: Registered Address (Corporation)** |
| Full Name of Corporation: |  |
| Street Address: |  |
| City: |  |
| State: |  |
| Country: |  |
| Postal Code: |  |

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| **Location of Address: Mailing Address (Corporation)** |
| Full Name of Corporation: |  |
| Street Address: |  |
| City: |  |
| State: |  |
| Country: |  |
| Postal Code: |  |

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| **Contact Information (Corporation)** |
| Telephone Number: |  |
| Fax Number: |  |
| Mobile Number: |  |
| Email Address: |  |
| Skype ID: |  |

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| **Financial Information (Corporation)** |
| Annual Income of Corporation: |  |
| Liquid Assets of Corporation: |  |
| Net Worth of Corporation: |  |
| Investment Experience (in years) of Corporation: |  |

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| **Languages / Translator** |
| Languages: |  |
| Does the Signatory speak English? |  |
| If No, Name of Translator: |  |
| Telephone Number: |  |
| Email Address**:** |  |
| Skype ID: |  |

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| **Legal Advisor** |
| Full Name: |  |
| Company: |  |
| Address: |  |
| City: |  |
| State: |  |
| Country: |  |
| Postal Code: |  |
| Telephone Number: |  |
| Email Address**:** |  |
| Skype ID: |  |

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| **Personal Information of Officer(s) of Corporation / Passport Information****(Please attach copy of corporate resolutions adopted by the Board of Directors appointing and authorizing said officer(s) to represent and legally bind the corporation)**  |
| First Name: |  |
| Middle Name: |  |
| Last Name: |  |
| Gender: |  |
| Date of Birth: |  |
| Social Security Number: |  |
| Country of Citizenship: |  |
| Languages: |  |

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| **Passport Information of Officers of Corporation** ***\*Please attach copy of photo and signature page of passport*** |
| Passport Number: |  |
| Date of Issue: |  |
| Date of Expiry: |  |
| Issuing Authority: |  |

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| **Location of Address: Home-Legal Residence (Officer(s) of Corporation)**  |
| Full Name of Officer: |  |
| Street Address: |  |
| City: |  |
| State: |  |
| Country: |  |
| Postal Code: |  |

**Client Designated Corporate Bank Account Details**

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| **Place n/a in not applicable** |
| Name  |  |
| Designation |  |
| Address |  |
| E-mail |  |
| Bank name |  |
| Bank address |  |
| Swift Code |  |
| Account name |  |
| SORT CODE: |  |
| Account No. |  |
| IBAN |  |
| Bank officer |  |
| Bank Officer Phone: |  |
| Bank officer e-mail |  |

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Please attach a color copy (Scanned not photo) of the signatory passport to this Letter.