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 **Buy/Sell the Bond/MTN/IBOE/SBLC** for ……………………… on an **exclusive/nonexclusive** 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 **Buy/Sell Bond/MTN/IBOE/SBLC** for ………………..………. (hereby, known as the “**Company**”) on an **exclusive/nonexclusive** basis.

The **Company** is pleased to appoint you as Liaising Agent or **Consultant** for the **Company** on an **exclusive/nonexclusive** basis to coordinate with the bank/s and/or other financial institution/s and/or corporate body/ies to **Buy/Sell the 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 Buyer/Seller** is the entity introduced by the **Consultant** to the **Company** for the whole and sole purpose of for **Buying/Selling the Bond/MTN/IBOE/SBLC**.

**Success Fee:** The **Company** would remunerate the **Consultant** with a success fee set at an agreed rate of 7(Seven)% + 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 **Bond/MTN/IBOE/SBLC Buy/Sell** activity within the mutually accepted time frame. The success fee shall be disbursed to the **Consultant** after the successful **Buy/Sell of the Bond/MTN/IBOE/SBLC** in the **Company** designated bank/custodial account from the **Principal Buyer/Seller** designated bank/custodial 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 physical transfer of asset of **Buy/Sell of Bond/MTN/IBOE/SBLC** and post signing of the Letter of Intent and/or term sheet between the **Principal issuer** and the **Company**, in the **Company** designated bank/custodial account adhering to a payment term of NET1 days, to prevent any contravention of statutory requirements. It is explicitly clarified that the success fee shall solely be applicable to the amount of the **Bond/MTN/IBOE/SBLC** **bought/sold** by/to the **Company** designated bank/custodial account from the **Principal** **Buyer/Seller** designated bank/custodial account facilitated 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 term sheet/letter of intent of the **Principal** issuer in the event of successful **Buy/Sell of the Bond/MTN/IBOE/SBLC** from the **Principal** **Buyer/Seller** designated Bank/Custodial account to the **Company** designated Bank/Custodial account. In such case the **Company** will have no liability related to success fee being paid to the **Consultant** post successful **Buy/Sell of the Bond/MTN/IBOE/SBLC** from the **Principal** **Buyer/Seller** designated Bank/Custodial account to the **Company** designated bank/custodial account.

**Penalty Fee:** If the **Company** for any reason whatsoever decides not to proceed with the **Buy/Sell of the Bond/MTN/IBOE/SBLC** after acknowledging receipt and confirming acceptance of the term sheet and/or letter of intent from the **Principal Buyer/Seller** then the **Company** is liable to pay a penalty of 1 (One)% of the **Bond/MTN/IBOE/SBLC** value sanctioned in the term sheet and/or letter of Intent 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 **Principal** **Buyer/Seller** for conducting the due diligence of the **Company**'s request for **Buy/Sell of the Bond/MTN/IBOE/SBLC**.

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.

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