

EPIMONEY PRIVATE LIMITED

REGISTERED OFFICE: NO. 119, 2ND FLOOR, HARITA TOWERS, ST. MARY'S ROAD, ABHIRAMAPURAM, CHENNAI – 600018
CIN: U71309TN1995PTC030536

BUSINESS LOAN AGREEMENT

PART A

GENERAL TERMS AND CONDITIONS

BACKGROUND:

This business loan agreement is entered into by and among the Borrower, the Lender and the Facilitator, if any (collectively, the "**Parties**"), the details whereof are more particularly set out in Schedule I. The Lender is licensed as an NBFC registered with the Reserve Bank of India ("**RBI**") and is engaged in the business of providing financial assistance to various business entities including small and medium enterprises in the form of facilitating access to various loan products from time to time, through its own NBFC or its lending partners. The Borrower has approached the Lender for the Facility and the Lender has agreed to make available the Facility as mentioned in Schedule I to the Borrower on the terms contained in this Agreement. The Facilitator, if any is providing/arranging, the said facility and other assistance to the Parties on such terms as may be agreed between the Parties.

OPERATIVE TERMS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalized terms set out in this Agreement and the Schedules will have the meanings given to such terms therein. In this Agreement, unless otherwise defined the following capitalized terms shall have the following meanings:

- (a) "**Agreement**" means this business loan agreement and includes all supplements and amendments hereof.
- (b) "**Applicable Law**" includes any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorisation, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of the Agreement or thereafter and each as amended from time to time.
- (c) "**Borrower**" means entity (s)/person (s) details whereof are more particularly as described in in Schedule I and, wherever the context so requires, includes a Co-Borrower's details as specified in the Schedule I and hereinafter collectively referred to as the "Borrower" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Borrower's heirs, executors and administrators.
- (d) "**Bounce Charges**" means the amount payable by the Borrower to the Lender as a penalty where the PI(s) issued by the Borrower is not honored by the bank.
- (e) "**Business Day**" means any day (other than a Sunday) on which banks are open for business and which is not a holiday for the purposes of Section 25 of the Negotiable Instruments Act, 1881.

"**Conditions Precedent**" means the conditions precedent to the availing of the Facility as set out in Schedule II.

- (f) "**Due Date**" means, in respect of, (i) an installment of principal amount of the Facility, the

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Repayment Date; (ii) interest payment, the Interest Payment Date, and (iii) any other amount payable under this Agreement, the date on which such amount is due and payable in terms of this Agreement.

- (g) "**Escrow Agreement**" means the agreement executed on or about the date hereof, if required by the Lender, between inter alia, the Borrower and the Escrow Bank in connection with the establishment and operation of the Designated Account.
- (h) "**Event of Default**" means the occurrence of any of the following events:
- (i) the Borrower fails to pay to the Lender any amount when due and payable on the relevant Due Date(s);
 - (ii) the Borrower defaults in performing any of his/her obligations under this Agreement or breaches any of the terms or conditions of this Agreement or any other Financing Document;
 - (iii) the Borrower no longer conducts the Business;
 - (iv) the occurrence of a Material Adverse Effect;
 - (v) the Borrower commences or takes any steps to initiate or becomes subject to any insolvency resolution process or similar process under the Insolvency and Bankruptcy Code, 2016 or any other Applicable Law;
 - (vi) a receiver, liquidator, administrator, or resolution professional is appointed in relation to the Borrower or any of its assets;
 - (vii) it is or becomes unlawful for the Borrower or any person to perform any of their respective obligations hereunder or in relation hereto or any other Financing Document;
 - (viii) the Borrower (A) fails to discharge any indebtedness which has become due and payable; (B) any indebtedness of the Borrower becomes prematurely due and payable, or is placed on demand, as a result of an event of default or any provision having a similar effect (howsoever described); or (C) any commitment for the Borrower's indebtedness is cancelled or suspended as a result of an event of default or any provision having a similar effect (howsoever described);
 - (ix) Any information provided or any representation or warranty made by the Borrower under this Agreement or any other Financing Document proves to have been incorrect, false or misleading when made or deemed made;
 - (x) The Borrower fails to furnish any information or documents as may be required by the Lender in accordance with this Agreement;
 - (xi) The Borrower fails to provide any additional security as may be required by the Lender in accordance with this Agreement.
- (i) "**Final Settlement Date**" means the date on which all Outstanding Amounts owed/payable to the Lender and the Escrow Bank by the Borrower have been paid, discharged or performed in full to the satisfaction of the Lender, in accordance with the terms of the Financing Documents.
- (j) "**Financing Documents**" means all documents entered into in relation to the grant of the Facility

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and/or the creation of any security interest and include but are not limited to this Agreement, the Sanction Letter, the Guarantee, and any other document executed by the Borrower or any other person or on its behalf and designated as such by the Lender.

- (k) **"Guarantee"** means any corporate or personal guarantee being provided by any person (**"Guarantor"**) to the Lender for the purpose of securing the Facility.
- (l) **"Interest Payment Dates"** means the dates set out in the Interest Payment Schedule on which the interest on the Loans are due and payable.
- (m) **"Loan Application Form"** means the loan application form for the availing of the Facility duly filled by way of writing, e-mail, fax, telephonic exchange, information provided in any online form/e-application/mobile application, or any other mode of electronic communication by the Borrower and submitted to the Lender and/or the Facilitator, if any (as the case may be).
- (n) **"Late Payment Collections Charges"** shall mean the charge(s) payable by the Borrower to the Lender for any delay in payment of the Outstanding Amount(s) on the Due Date. These charges relate to initiating collection efforts taken by the Lender on the delayed loans.
- (o) **"Material Adverse Effect"** means any event, circumstance, occurrence or condition which has caused, as of any date of determination, or could reasonably be expected to cause a material and adverse effect on (i) the financial condition, business or operation of the Borrower, environmental, social or otherwise or prospects of the Borrower, (ii) the ability of the Borrower or Guarantor to perform its obligations under the Financing Documents, (iii) the validity or enforceability of any of the Financing Documents any changes to shareholding pattern of the Borrower including but not limited to changes to promoter shareholding in the Borrower without due intimation to the Lender; (iv) any changes or invalidity or situations leading to invalidity or unenforceability of Material Contracts or an Invoice; (v) any changes to operational instructions to the Designated Account without written concurrence of the Lender; (vi) any changes or invalidity of repayment instruments without written concurrence of the Lender; (vii) any breach to the terms and conditions of this Agreement by the Borrower.
- (p) **"Outstanding Amounts"** means all amounts payable to the Lender including but not limited to the Facility, the Interest, the Penal Charges, Foreclosure charges, if any and any other monies, fees, charges etc. pursuant to the terms of the Financing Documents.
- (q) **"Penal Charges"** means the interest payable by the Borrower as set out in Schedule I at which the Lender shall compute and apply interest in the event of Borrower's failure to comply with any of the terms of sanction of the Facility or pay the Facility, pay Interest on the Facility, and any costs, charges, expenses and other monies accruing due to or incurred/paid by the Lender, under this Agreement or any other document, on the respective Due Date; Provided however, the levy of Penal Charges under this Agreement shall not prejudice the exercise of any rights and remedies available to the Lender under this Agreement, law and equity.
- (r) **"Payment Instrument(s)"** or **"PI(s)"** shall mean any instrument / instruction, electronic or in writing, for transfer of funds and shall include, without limitation, post-dated cheques, inchoate cheques, instructions for direct debit from a bank account, a message for transfer of funds sent electronically, physically or through an image of instrument for transfer of funds sent electronically, an electronic file containing the details of the funds transfer sent by electronic media, payment through an electronic truncated cheque, various types of plastic cards, electronic clearing system (ECS), NACH, demand draft or such other instrument instruction/ clearing service as may be notified by Reserve Bank of India from time to time for transfer of funds and acceptable to the Lender.

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- (s) "**Potential Event of Default**" means any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default.
- (t) "**Foreclosure Charges**" means charges defined in clause 6.9.
- (u) "**Receivables**" means all monies to be received/receivable by the Borrower from its suppliers and/or customers.
- (v) "**Quarterly Date**" means each of March 31, June 30, September 30 and December 31 and "Quarterly Dates" shall be construed accordingly.
- (w) "**Repayment Dates**" means the dates set out in the Repayment Schedule on which the Repayment Installments are due and payable.
- (x) "**Repayment Installment**" means the aggregate of (i) the principal amount of Facility (or any part thereof) repayable, and (ii) interest on the principal amount of the Facility at the Interest Rate, payable on the Repayment Dates as specified in the Repayment Schedule.

1.2 Interpretation

- (a) References in this Agreement to recitals, clauses, annexures, and schedules are references to the recitals, clauses, annexures, and schedules of this Agreement.
- (b) Expressions denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- (c) Any reference to a statute or regulation shall be construed unless repugnant to the subject or context hereof as a reference to such statute or regulation as amended, modified or restated from time to time.
- (d) Any reference in this Agreement to any agreement or document shall be construed as a reference to such agreement or document as amended or supplemented.
- (e) If any Due Date is not a Business Day, then the immediately preceding Business Day shall be deemed to be the Due Date.

2. AMOUNT AND PURPOSE OF THE LOAN

- 2.1 The Lender hereby agrees to lend to the Borrower, and the Borrower agrees to avail from the Lender, the Facility on the terms and conditions contained in this Agreement.
- 2.2 The Borrower confirms that the Facility would be utilized for the Purpose (as defined in the Sanction Letter) only.
- 2.3 The Borrower shall drawdown the Facility on or before the expiry of the Validity of the Sanction Letter. Any amounts not drawn until the expiry of the Validity of the Sanction Letter shall stand cancelled, without any prior notice to the Borrower, for any reason whatsoever.
- 2.4 If so, requested by the Lender, the Borrower will provide the Lender such certifications and confirmations (including from any chartered accountant), certifying end use of the Facility.

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3. FEES, CHARGES, AND COSTS

- 3.1 The Borrower will pay the Lender and the Facilitator, if any, such fees, costs, expenses and charges (including any foreclosure charges, processing charges, taxes, Bounce Charges, insurance charges and any Penal Charges) as set out in Schedule I.
- 3.2 Unless otherwise waived by the Lender, the Borrower will bear all stamp duty and other charges and expenses (including legal expenses) as may be payable in connection with preparation, perfection and execution of this Agreement, the Financing Documents and the availing of the Facility. The Borrower will promptly, on demand, reimburse the Lender and Facilitator, if any, (as the case may be) for any costs and expenses (if any) incurred by the Lender and the Facilitator, if any, in relation to the preparation, perfection and execution of this Agreement and the availing of the Facility. The Borrower is aware and confirms that the Lender shall, at any time and from time to time, be entitled to change the applicable fees, charges and costs, and such revised fees, charges and costs shall be deemed to be the applicable Fees, Charges and Costs on and from the effective date of such revision as notified by the Lender, and shall always be construed as agreed to be paid by the Borrower and hereby secured. The Borrower shall be deemed to have notice of a change in the applicable fees, charges and costs upon the Lender notifying such change on its website and communicating the same to the Borrower, by way of any of the communication modes set out in Schedule I.
- 3.3 The Borrower will indemnify and keep the Lender and the Facilitator, if any, indemnified at all times against any and all loss, costs, charges, expenses and liabilities with respect to the preparation, perfection and execution of this Agreement and the availing of the Facility.

4. DISBURSEMENT

- 4.1 Subject to fulfillment of all the Conditions Precedent to the satisfaction of the Lender and/or the Facilitator, if any, Lender shall, subject to the terms contained in this Agreement, disburse the Facility for such amounts requested by the Borrower. The aggregate of all the Loans disbursed by the Lender to the Borrower cannot exceed the Facility.
- 4.2 Unless otherwise agreed by the Lender, the Borrower shall be entitled to only one disbursement under the Facility.
- 4.3 The Lender shall have an unconditional right to amend or alter the terms of the sanction of the Facility at its sole discretion without assigning any reasons upon a prior notice to the Borrower.
- 4.4 The Lender shall have an unconditional right to cancel the undrawn/unavailed/unused portion of the Facility at any time, without any prior notice to the Borrower, for any reason whatsoever.
- 4.5 The Lender shall have a right to reduce all costs, fee and charges (including any processing fees and charges) specified in Schedule I from the amounts being disbursed under the Facility to the Borrower.
- 4.6 The Borrower hereby accepts that, there may be a time lag between disbursement of a Loan and the payment being received by the Borrower. The Borrower further agrees and undertakes that they will service interest on the disbursed Loan from the date of disbursement irrespective of receipt or utilization by the Borrower, including for the period of time lag for such monies to be received in account of the Borrower and will not claim for any type of refund for such amounts.

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5. INTEREST AND DUES

- 5.1 The Borrower shall pay interest ("**Interest**") at the Interest Rate on the principal amount of the Loans calculated in the manner prescribed in Schedule I. Further, the Borrower shall be liable to pay Interest for the Broken Period as specified in Clause 5.2 below. The Interest and any principal repayment due from the Borrower shall be paid by the Borrower by way of a Repayment Installment on the relevant Due Date.
- 5.2 The Borrower understands and agrees that the interest for the period between the date of disbursement and the commencement of the first Interest Period referred to as "Broken Period", and such interest so computed shall be referred to as "PRE-EMI Interest", at the option of the Lender, shall be charged/payable by (a) deducting interest for the Broken Period upfront from the Loan amounts being disbursed; or (b) interest for the Broken Period being payable on the first Interest Payment Date; or (c) the interest for the Broken Period being payable together with the Repayment Instalments as set out in the Repayment Schedule.
- 5.3 If the Borrower (a) fails to comply with any term of the Financing Documents, or (b) makes a delay in payment of principal, interest, and other costs, fees and charges in relation to the Facility, then without prejudice to any rights of the Lender under this Agreement or any other Financing Document, the Borrower shall pay the Lender Penal Charges on the Loans, period thereof shall commence from the date of occurrence of the Event of Default until the date the aforementioned default is cured to the satisfaction of the Lender. The Borrower expressly agrees that the payment of Penal Charges is a fair estimate of the loss likely to be suffered by the Lender by reason of such default on the part of the Borrower. The payment of Penal Charges shall not absolve the Borrower of the other obligations including to make timely payments.
- 5.4 All statutory dues applicable in respect of the Facility (including any direct and indirect taxes) will be payable by the Borrower.

6. REPAYMENT/FORECLOSURE

- 6.1 The Borrower shall pay/repay the Lender the Repayment Installments on the Repayment Dates and all dues in respect of the Facility shall be paid by the Final Repayment Date in accordance with Repayment Schedule through any PI. The Borrower hereby understands and confirms that the PI issued by the Borrower in respect of the Facility may also be used by the Lender for any other facilities availed by the Borrower from the Lender and all the provisions hereof shall apply thereto. The Lender may, in its sole discretion, require the Borrower to adopt or switch to any alternate mode of payment and the Borrower irrevocably consents to the same and shall comply with such request, without demur or delay.
- 6.2 If the Lender requires the Borrower to make payments/repayments of all Repayment Installments and Outstanding Amounts to the Lender through a designated account ("**Designated Account**" or "**Escrow Account**"), the Borrower will (a) open and establish a bank account with the Escrow Bank and execute the Escrow Agreement, (b) direct all its counterparties to deposit all amounts payable by them to the Borrower in the Designated Account, and (c) provide standing instructions to the Escrow Bank that all such proceeds deposited in the Designated Account shall be transferred to such account as the Lender may direct to the Escrow Bank for the due discharge of the Repayment Installments and/or Outstanding Amounts (as the case may be).
- 6.3 The Borrower undertakes to honor all PIs when presented for payment by the Lender and will not take any steps, which in any way could affect payment to the Lender including without limitation (a) issuing any stop payment instructions, or (b) change/closure of account from which any PIs given to the Lender were issued, or (c) changing the signatories of the account or names thereof from which any PIs given to the Lender were issued.

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- 6.4 In any Event of Default or breach, the Lender shall be entitled to recover the Bounce Charges, if any, Penal Charges and any other charges from the Borrower as mentioned in this Agreement and pursue any other remedy which may be available to the Lender under Applicable Law during the pendency of the Facility including without limitation under Section 138 of the Negotiable Instruments Act, 1881 and under Section 25 (1) of Payment of Settlement System Act, 2007.
- 6.5 The Borrower agrees to provide the Lender PIs, as the Lender may require for repayment of any Outstanding Amounts. The Borrower hereby agrees, acknowledges and confirms that the Borrower has agreed to issue the PIs voluntarily in discharge of debt owed/which owed by it to the Lender and not as a security. The Borrower authorizes the Lender to destroy all PIs upon discharge of all obligations under this Agreement and the Financing Documents.
- 6.6 Until the Final Settlement Date, the Lender shall have the right to revise/reschedule the Repayment Schedule or change any term or condition (whether financial or otherwise) of the Agreement or any other Financing Document, including without limitation the Interest Rate, with prior intimation to the Borrower of not less than 7 days and any such change shall be effective prospectively, from the date of notice. Provided that such notice may be in any form acceptable under Clause 17.5.
- 6.7 All payments made by the Borrower in relation to the Facility and all amounts due there under shall be made without any deduction, set off or counter claim of any manner whatsoever. The Borrower shall ensure deduction of Tax Deducted at Source ("TDS") (if applicable) in respect of payment of TDS to the relevant government authorities. The Lender shall however give credit of TDS in its/their books, only after receipt of original TDS Certificate from the Borrower. Any Penal Charges charged to the Borrower on account of delay in submission of TDS receipts / payment of TDS shall be borne and paid by the Borrower without any delay or demur. The Borrower shall submit to the Lender the relevant tax deduction certificates ("TDS Certificate") prior to each Quarterly Date, pursuant to which, the Lender shall refund the amount for which appropriate tax credit is reflected in the TDS Certificate, to the Borrower within 30 (thirty) working days. In the event, the Borrower makes any payment after deduction or withholding of taxes in accordance by Applicable Law, in which case, the Borrower shall deliver to the Lender on quarterly basis, within 5 (five) working days of the last date of the quarter, the relevant TDS Certificate in respect of such deductions made in the preceding quarter. In the event, the Borrower, fails to provide such TDS Certificate within the aforesaid time frame, the Lender shall have a right to debit/deduct the amount from the Borrower's account and such amount shall stand recoverable along with interest and Penal Charges, if any.
- 6.8 The Lender may exercise the lien or right of setoff with respect to any obligation of the Borrower to the Lender against any security, Receivables or monies, if any, of the Borrower in the Lender's possession or custody whether for safekeeping or otherwise. If such right of set off is to be exercised, the Lender shall give notice in any form permitted under this Agreement, to the Borrower with full particulars about the remaining claims and the conditions under which the Lender is entitled to retain the aforementioned security, Receivables or monies until the relevant claim is settled/discharged.
- 6.9 Foreclosure

The Borrower shall not without the prior written approval of the Lender (which approval may be given subject to such terms and conditions as may be stipulated by the Lender including payment of Foreclosure charges), foreclose the outstanding principal amount together with interest due in full or in part before the due dates. The Borrower shall give the Lender at a minimum of 30 days" prior notice of its intention to foreclose (i.e. repay ahead of the previously agreed tenor or repayment date) whole or part of the Facilities subject to Borrower's agreeing to bear the Foreclosure charges as provided hereinbelow.

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In the event that the Lender accedes to the request for foreclosure made by the Borrower then the Borrower shall be liable to pay to the Lender Foreclosure charges at such rate as may be advised by the Lender at the time such foreclosure request is made for the Facilities on the amounts repaid by the Borrower to the Lender ahead of previously agreed repayment schedule (or tenor or terms or dates of repayment) as contained in the Sanction Letter annexed as Schedule I hereto for the Facility to which such repayment relates or mentioned in the Facility Agreement.

6.10 Borrower understands and agrees that all monies or payments towards Borrowers' repayment obligations against the Lender (including any monies towards penal charges) shall be made from the Borrowers' account directly to the Lender's account. The foregoing mandate may not apply, for in case of delinquency(ies), in which case the Lender may share alternative payment account(s)

7. REPRESENTATIONS AND WARRANTIES

The Borrower makes the following representation and warranties to the Lender, Which Representations and warranties shall be deemed to be repeated on each Due Date until the Final Settlement Date.

- (a) The Borrower is duly organized under the laws of India. The Borrower is competent to contract for the purposes of the laws of India, and has full power and authority to own, lease and operate the assets and properties it now owns, leases and operates and to carry on its Business as now being conducted.
- (b) The Borrower has obtained all necessary authorizations and other consents, approvals, and licenses for the availing of the Facility and the entry into and delivery of (and the validity and enforceability of) this Agreement and the Financing Documents, the performance of its obligations thereunder, and all such authorizations, consents, approvals, and licenses are valid and subsisting.
- (c) The availing of the Facility and the entry into and delivery of this Agreement and the Financing Documents, and the performance of its obligations thereunder, does not violate any Applicable Law or the provisions of the constitutional documents of the Borrower or any other agreement or instrument binding on it.
- (d) This Agreement and the Financing Documents constitute valid and binding obligations of the Borrower, enforceable in accordance with their respective terms.
- (e) There is no action, suit, proceeding or investigation pending or to the knowledge of the Borrower threatened by or against the Borrower or the property of the Borrower before any court or governmental authority.
- (f) No Material Adverse Effect has occurred or is subsisting.
- (g) No Event of Default or Potential Event of Default has occurred or is subsisting.
- (h) All information provided to the Lender is true and accurate as at a date no earlier than the date on which it was provided. The Borrower has not omitted to provide any material information to the Lender or the Facilitator, if any.
- (i) The financial statements of the Borrower give a true and fair view of its financial condition and operations as at the end of and for the relevant financial year.
- (j) All direct and indirect taxes for which the Borrower is liable, or for which the Borrower is liable to account, and which have fallen due for payment, have been duly paid.

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- (k) No insolvency resolution process or other proceedings under the Insolvency and Bankruptcy Code, 2016 (or any other similar law in force) have been commenced or threatened or admitted against the Borrower.
- (l) The Borrower, its promoters/directors or Guarantors do not figure in any list of willful defaulters circulated by RBI/TransUnion CIBIL Limited or the Lender's defaulters list or the defaulter list of any bank or financial institution or any other Government Authority. Further, the Borrower shall not induct a person in the capacity of director / promoter who is a director / partner / member / trustee of a company / firm / association of persons / trust as the case may be, which has been identified as willful defaulter. In the event such a person is found to be a director identified as willful defaulter, the Borrower shall take expeditious and effective steps for removal of such person.
- (m) There are no restrictions on the Borrower under its constitutional documents (if any) or Applicable Law or any other agreement or instrument binding on it, to create a security interest in favor of the Lender over the right, title and interest of the Borrower in the assets offered as security to the Lender in accordance with the terms of this Agreement.
- (n) There are no outstanding encumbrances or security interest or liens or claims, or any pending litigation proceedings, by any person in respect of the Borrower's assets (including without limitation, the Designated Account).
- (o) Except as otherwise disclosed to the Lender, I Receivables have not been discounted with any bank or financial institution or government authority or any other person.
- (p) The Borrower further agrees to obtain solvent guarantors to the satisfaction of the Lenders as may be required by the Lenders, to guarantee the due repayment by the Borrower of the Facility and / or the balance outstanding from time to time thereon and further agrees to procure the execution by the said guarantors of guarantee deeds in favour of the Lenders and to secure the guarantee to be undertaken by the guarantors. Guarantee if required by the Lenders shall be in the format as is appended to this Facility Agreement with such exception, modification, variation agreed by the Lender in its sole discretion. The Guarantor/s listed in Schedule I hereby represent and warrant that I/We am/are actively involved in the day-to-day business operations of the Borrower.

8. COVENANTS AND UNDERTAKING

The Borrower undertakes to the Lender that until the Final Settlement Date, unless otherwise approved by the Lender:

- (a) the proceeds of the Facility will only be used for the Purpose and for no other purpose;
- (b) the Borrower shall not incur any further indebtedness other than the Facility;
- (c) that the Borrower has not availed any MUDRA Loan from any lending institution under the Credit Guarantee Fund for Micro Units Scheme as on date and in case of any change in the aforementioned status, Borrower shall immediately inform the Lender;
- (d) it shall ensure that no change in control, ownership and management (as may be applicable) of the Borrower shall occur;
- (e) it shall ensure that its promoters/directors/partners shall not withdraw the profits and/or any proceeds earned in the business/ capital invested in the business without first meeting the installment to be paid to the Lender towards payment of Outstanding Amounts in connection with the Loan;

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- (f) it shall ensure and procure that no Material Adverse Effect occurs or is allowed to subsist;
- (g) it shall not repay any monies brought in by the partners/shareholders/members/directors of the Borrower or any of their relatives;
- (h) it shall at all times comply with Applicable Law;
- (i) it shall duly execute and deliver all Financing Documents to which it is a party including all schedules, annexures and enclosures hereto and such further documents as may be required by the Lender from time to time;
- (j) it shall promptly make, or cause to be made, all required filings with any government authority keep in full force and effect all consents, approvals, licenses, and authorizations required in relation to the Business and the performance of its obligations under this Agreement and the Financing Documents;
- (k) it shall perform all of its obligations under the terms of the Financing Documents to which it is a party and maintain in full force and effect each of the Financing Documents to which it is a party;
- (l) the Borrower will pay all direct and indirect taxes it is required to pay under Applicable Law within the time period and at such periodicity and in such manner as is prescribed under Applicable Law;
- (m) it will forthwith, and in case later than 3 (three) days thereafter, inform the Lender of the occurrence of any Event of Default or any Potential Event of Default;
- (n) the Borrower shall allow the representatives or nominees including but not limited to the (auditors, technical experts and management consultants) of the Lender to visit and inspect from time to time the Borrower's premises, factories and other property/ assets, books of accounts and all other relevant accounts, documents and records. The Borrower will execute such further documents, forms and papers as the Lender may, from time to time, require in connection with the Facility;
- (o) it shall provide such information in such form and manner and at such times as the Lender or the Facilitator, if any, may require;
- (p) it shall promptly give written notice to the Lender of any material circumstances affecting the ability of the Borrower to repay the Facility in the manner stipulated hereunder or compliance with the obligations under this Agreement including but not limited to any action taken by any creditor, government authority against them;
- (q) the Borrower will not undertake, without 30 days prior notice to the Lender, any (i) change in Business, (ii) change in its constitution or constitutional documents, (iii) closure of the Business or (iv) change in address;
- (r) provide forthwith, and in no case later than 7 (seven) days of occurrence, fresh PIs in case of change in the Borrower's bank/bank account and fresh repayment instruction should be provided from the aforesaid bank or bank account;
- (s) provide additional security if at any time the Lender is of the opinion that the value of any security /guarantee provided in respect of the Facility, if any, is not adequate or sufficient, within such time as may be prescribed by the Lender.
- (t) The Borrower hereby represents and warrants that at any time after the sanction of the Facility, the Borrower's debt to turnover ratio increases beyond the level as of the date of the sanction of the Facility, the Lender shall in its sole discretion have the following rights

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- (i) To demand and obtain additional financial, operational, or other information and documents from the Borrower, as deemed necessary by the Lender, to assess the Borrower's financial position and compliances with the terms of this Agreement.
- (ii) To unilaterally recall the Facility, in whole or in part, and demand immediate repayment of all outstanding amounts, along with any applicable fees, premiums and charges by whatever name called, as per the terms of this Agreement.

The Borrower further acknowledges and agrees that the Lender's rights under this sub-clause shall be in addition to any other rights or remedies available with the Lender under the Financing Documents or Applicable Law.

9. INDEMNITY

- 9.1 The Borrower agrees and acknowledges that the Lender shall be entitled to treat any facsimile, telephonic exchange and/or e-mail (whether or not the same has been electronically signed) submission as issued and shall be fully binding on the Borrower. The Borrower hereby requests and authorizes the Lender to act and rely on any instructions or communications for any purpose which may from time to time be or purport to be given by facsimile, e-mail, telephone, short messaging service or any other form of electronic communication by the Borrower. The Borrower acknowledges that (a) sending information by fax, e-mail, telephone, short messaging service or any other form of electronic communication is not a secure means of sending information; (b) the Borrower is aware of the risks involved in sending instruction/ communication by facsimile, e-mail, telephone, short messaging service or any other form of electronic communication, including the risk that such instructions/communication may be fraudulently or mistakenly written, altered or sent and not be received in whole or in part by the intended recipient; and (c) the Lender agrees to accept and act on instructions/communication for the Borrower's convenience and benefit only. The Borrower hereby agrees that all such risks shall be fully borne by the Borrower. The Lender shall not be liable for any losses or damage which the Borrower may suffer as a consequence of the Lender acting in accordance with or in reliance upon, any fax submission, email, short messaging service or telephone instruction.
- 9.2 The Borrower will indemnify, and will keep indemnified, the Lender, its affiliates, agents, employees, officers and servants (each an "Indemnified Person") and keep them indemnified against all claims, demands, actions, liabilities, damages, losses (including loss of profit), costs and expenses (legal or otherwise) in relation to providing the Facility and any amounts thereunder arising in connection with the Facility (including, without limitation, any default by the Borrower and the enforcement by the Lender of any of its rights in relation to the Facility or any Financing Document), any drawing of the Facility or the performance by the Lender of its duties under the Facility.
- 9.3 The Borrower undertakes to the Lender that if any Financing Document is received in a State other than the State in which it is executed, then the Borrower will pay the differential stamp duty on such Financing Documents within 10 Business Days of receipt of such Financing Document, at the prevailing rates of stamp duty under Applicable Law.
- 9.4 If the Borrower fails to do the above, then the Borrower undertakes to indemnify the Lender and each other Indemnified Person against payments made by the Lender as the case may be (including, without limitation, payment of any such stamp duty) and against any and all losses, liabilities, damages, costs and expenses (including, without limitation, fees and expenses of counsel, costs incurred by any Indemnified Person for any action taken under this Clause 9.4 on a full indemnity basis) which any Indemnified Person may suffer and/or incur.

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10. DISCLOSURE

10.1 The Borrower hereby authorises the Lender at the risk and cost of the Borrower to engage one or more person(s) to verify any fact or information furnished by, concerning and pertaining to the Borrower and/or to collect the Borrower outstanding and/or to enforce any security and may furnish to such person/s such documents, information, facts and figures as the Lender deems fit. The Borrower further authorises the Lender to collect data from credit information companies etc. and may use the data so collected for the purpose of communication with the Borrower. The Borrower expressly recognizes and accepts that the Lender shall without prejudice to its rights to perform such activities itself or through its officers or employees be entitled and has full power and authority so to do to appoint one or more third parties as the Lender may select and to delegate to such third party all or any of its functions rights and powers under this Agreement relating to the administration of the Facility including the rights and authority to collect and receive on behalf of the Lender from the Borrower or its counterparties, as the case may be, all dues by the Borrower under this Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices contacting the Borrower, receiving cash/PIs/drafts/mandates from the Borrower and giving valid receipts and discharge to the Borrower.

10.2 The Borrower consents to the Lender and any of its officers disclosing information relating to it, any Financing Document or any transactions under or related to any Financing Document as it may consider appropriate to: (a) its head office, branches, subsidiaries, associated or affiliated entities; (b) any person (including without limitation any government authority) to which information is required to be disclosed by any Applicable Law, any direction, request or requirement of any government authority; (c) its auditors or any professional advisors; (d) any agents, referral parties, third party service providers and all such persons as the Lender may deem necessary for the purposes of granting or facilitating the providing of the Facility to the Borrower (e) any person with which the Lender may enter into any transfer, assignment, participation or other agreement in connection with the Facility; (f) other banks, subject to Applicable Law, if the Borrower has availed any facility from such bank; and (g) the Credit Information Bureau (India) Limited ("CIBIL"), Experian Credit Information Company of India Private Limited ("Experian"), Equifax credit Information Services Private Limited ("Equifax"), CRIF High Mark Credit Information Services Private Limited ("High Mark"), Central KYC (CKYC), Information Utility (IU), as maybe applicable and/or any other agency authorized in this behalf by RBI or any other authority. The Borrower hereby agrees and gives its consent to the disclosure by the Lender of all or any such: (i) information and data relating to the Borrower; (ii) the information or data relating to the Borrower's obligations under any facility granted/to be granted by the Lender and any security provided by it to the Lender; (iii) default, if any, committed by the Borrower; and (iv) as the Lender may deem appropriate and necessary, to disclose and furnish to the CIBIL and/ or any other agency authorized in this behalf by RBI or any other authority. In this regard, CIBIL and / or any other agency so authorised may use and process such information in any manner, subject to Applicable Law, it may deem fit. If the Borrower defaults in its obligations under any Financing Document, then the Lender and/or the RBI will have an unqualified right to disclose or publish the details of such default and the name of the Borrower (including its directors) as the case may be, as defaulters, in such manner and through such medium as the Lender or the RBI, subject to Applicable Law, thinks fit.

10.3 I/We give my/our consent to the Lender to download my KYC records from the Central KYC Records Registry (CKYCR) Digilocker or any other similarly valid source. I/We certify and assure that the KYC information provided by me/us for availing the Facility are the same as available on the CKYCR and in the event of any mismatch, the Lender shall have the right to reject/cancel the Facility at any time.

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11. ACKNOWLEDGEMENT BY THE BORROWER AND THE LENDER

11.1 Notwithstanding anything contained in this Agreement or the other Financing Documents, it is acknowledged by the Borrower and the Lender that, subject to Applicable Law, the Facilitator (if any) shall not have any obligations towards the Lender or the Borrower under the Financing Documents and the Lender and Borrower shall be solely responsible for all information, undertaking and obligations contained thereunder. The Borrower and the Lender hereby acknowledge and agree that:

- (a) The Borrower is aware and confirms that Lender shall at any time and from time to time be entitled to change the applicable Interest Rate, and such revised interest rate shall be deemed to be the applicable Interest Rate on and from the date of such revision and shall always be construed as agreed to be paid by the Borrower and hereby secured. The Borrower shall be deemed to have notice of change in the applicable Interest Rate whenever there is a change as notified by the Lender on its website and/or by communicating the same to the Borrower, respectively, by way of any of the communication modes set out in Schedule I;
- (b) that they have fully read all the terms and conditions, privacy policy, and other material/information available at the website of the Lender, presently being www.FlexiLoans.com ("**Website**") in relation to the availing/facilitation of the Facility or as provided in this Agreement and fully agree to abide by the same;
- (c) the Facilitator (if any) is acting only as a facilitator between the Borrower and the Lender and is not a lender and not in any way engaged or responsible for any act or omission to act of the Borrower and the Lender under this Agreement or otherwise;
- (d) the Facilitator (if any) shall not be responsible, in any manner whatsoever, for the repayment of the Facility by the Borrower; and
- (e) the Facilitator (if any) shall not, in any case, be party to any dispute between the Lender and the Borrower in relation to this Agreement or otherwise and shall not be responsible for any loss and /or damages suffered by them in any manner whatsoever.

11.2 The Borrower agrees and acknowledges that each Co- borrower, if any, as specified in Schedule I, each Guarantor/Co-borrower (if any) shall be jointly and severally liable for the repayment of the Facility in accordance to the terms and conditions in this Agreement and the Financing Documents. Each provision in the Agreement shall apply jointly and severally to each Borrower.

11.3 The Borrower agrees and acknowledges that any statement of account furnished by the Lender regarding the Facility and amounts due thereunder shall be accepted by and be binding on the Borrower and shall be conclusive proof of the correctness of the amount mentioned therein.

11.4 The Borrower agrees and acknowledges that the Lender shall have a right to accept all amounts due under the Facility from the counterparties of the Borrower including from the counterparties to whom notice has been provided in relation thereto and appropriate amounts due from the Receivables. Except as required under applicable law, the Lender shall not be liable for any verification or information compliances in relation to acceptance of Receivables including for any anti money laundering purposes.

11.5 The Borrower hereby agrees and acknowledges that application for any insurance product shall be subject to the sole approval and acceptance by the respective insurance provider as per its terms and conditions. Borrower further acknowledges and confirms that in the event of rejection of insurance application/ non- acceptance of the insurance application by the respective insurance

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provider, the Lender/ insurance provider shall refund the amount received as premium back to the Borrower. Lastly, it is agreed between the Parties that save and except the refund of the insurance premium paid by the Borrower (applicable only in case of rejection or non acceptance of the insurance application), the Lender/ insurance provider shall not be liable to the Borrower for any other claims/disputes of whatsoever nature.

11.6 Upon the request of the Lender, the Borrower shall, with a prior notice of three (3) Business days (provided that such a notice of 3 (Three) business days shall not be required to be given, and the Borrower shall provide access at a shorter interval, if any information has been required or requested by any Authority or under Applicable Law and permit the Lender, its auditors and its representatives to:

- i. visit any of the sites and premises where the business of the Borrower is conducted or registered;
- ii. have access to the books of account and all records, authorizations, agreements, documents and permits of the Borrower and to take copies thereof;
- iii. obtain copies of any audit reports, financial statements and any other document or reports or filings made by the Borrower.

Borrower agrees that the RBI and its representatives shall have the right to inspect the information and documents pertaining to the Borrower in accordance with the Applicable Law.

12. Declarations and Undertakings:

12.1 The Borrower hereby declares and agrees that

- (i) None of their existing loan facilities are covered under any of the government schemes and/or notifications like CGTMSE, CGMFU, MUDRA, etc, The Borrower permits the Lender based upon the eligibility of the Borrower, to cover the Facility under any government scheme/s or notifications including but not limited to Credit Guarantee Trust for Micro and Small Enterprises (CGTMSE), Credit Guarantee Fund for Micro Units (CGMFU), MUDRA etc. at its discretion. It is hereby agreed by the Borrower that in case of any default in the Facility, the Lender shall have the right to list the Borrower's name and other particulars on the website of the trust/ agency created/settled by the government under any of the above referred scheme/s or notifications. Lastly, the Borrower undertakes not to raise any claim, initiate dispute or protest or demur against the discretion exercised by the Lender for covering the Facility in any of the government scheme or notifications.
- (ii) The Borrower agrees and undertakes to provide the Udyam Registration Number upon the Lender's request within the timelines stipulated by the Lender. In the event the Borrower is not registered under Udyam, the Borrower consents and authorizes the Lender to share the Borrower's necessary information with the Udyam Assist Platform to facilitate the Borrower's registration under Udyam.
- (iii) The Borrower shall not induct any person whose name appears in the list of willful defaulters on its board of directors, partners or as a person in charge of, and be responsible for the management of the affairs of the Borrower entity.
 - (a) In case such a person is found to be on the board of directors/partners of the Borrower or as a person in charge or as a person responsible for the affairs of the Borrower entity, it shall take expeditious and effective steps for the removal of such person and shall intimate the Lender of the same.
 - (b) Further, the Borrower acknowledges and agrees that the Lender shall not be under any obligation to renew, provide any enhancement, provide fresh facility/ies or restructure any existing facility till the time any such person is associated with the Borrower whose name appears on the list of willful defaulters. (c) The Borrower acknowledges and agrees that the Lender shall, wherever warranted, may

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initiate legal action against the Borrower/Guarantors for foreclosure/recovery of the dues/outstanding. (d) Lastly, the Lender shall also have the right to report the name of the Borrower and/or its associated persons to the credit information companies as a "willful defaulter/ large defaulter" as per the provisions of the applicable laws.

- (iv) The Borrower understands that a decision to sanction a loan and the interest rate applicable thereon are assessed by the Lender on a case to case basis, based on multiple parameters adopted by it for assessing gradation of risks for each borrower as envisaged in the Interest Rate Policy of the Lender, a copy of the Policy is hosted on the website at <https://flexiloans.com/regulatory>. The Lender may consider various factors for risk gradation of a Borrower like type of asset being financed, borrower profile and repayment capacity, other financial commitments of the borrower, past repayment track record, if any, loan to value ratio, mode of payment, tenure of the loan, geography (location) of the borrower, end use of the loan, amongst other parameters. The rate of interest is subject to change, from time to time as may be determined by the Lender. The Borrower acknowledges that the approach for gradation of risk is mentioned as a paragraph in the interest rate policy available on the Lender's website.
- (v) That the Lender has a right to co-lent the Facility along with eligible bank/financial institution if it qualifies the applicable requirements, accordingly, the Borrower hereby undertakes and agrees to the covenants set out in the Schedule VI attached herewith. Borrower acknowledges and confirm that in case the Facility qualifies the co-lending requirements, Schedule VI shall form an integral part of this Agreement, and the Borrower shall be under a mandatory obligation to comply with the covenants/obligations stated therein.
- (vi) The Borrower hereby acknowledges and agrees that the Lender may, in connection with sourcing, processing, servicing, monitoring, recovering, or enforcing the Facility, engage third-party service providers, including but not limited to Lending Service Providers (LSPs), recovery agents, Direct Selling Agents (DSA), credit bureaus, service providers, and other intermediaries ("**Third Party Agents**").
The Borrower further consents to the sharing of their information, including personal data, with such Third Party Agents on a need-to-know basis, for the purposes of loan processing, servicing, collections, credit reporting, or as otherwise required under applicable law, subject to appropriate confidentiality and data protection safeguards.
The Lender shall ensure that any recovery or collection activities carried out by Third Party Agents are conducted fairly, transparently, and non-coercively, in accordance with applicable regulatory guidelines.
- (vii) I/We is/are not a "PEP- Politically Exposed Party" nor related to any such party in any form, which is, or is deemed to be registered with the Election Commission of India as a political party under the Election Symbols (Reservation and Allotment) Order, 1968 as in force for the time being.
- (viii) **The Borrower hereby declares and undertakes that the said Facility is for Purpose as mentioned in the Schedule I and that the Facility shall not be utilised for any illegal and/or speculative purposes as stated in more detail in Schedule V E. The Borrower further undertakes that the Purpose shall not be changed in any manner during the tenor of the Facility without the prior written consent of the Lender.**
- (ix) That the purchase of the insurance product under this Agreement is entirely voluntary and not linked to availing any facility from the Lender.
Borrower further confirm that:

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- a) The product details, including benefits and costs, as explained to Borrower in detail were clearly understood.
- b) No mis-selling, coercion, or unfair trade practice occurred in such sale of insurance product.
- c) The selected insurance product is based on Borrower's analysis and assessment of his/her/their requirement vis-a-vis its features/suitability.

(x) It is hereby agreed that the Borrower has, without any undue influence, coercion, fraudulent means or misrepresentation, voluntarily opted to proceed with the Facility out of all the applicable loan/facility offers along with the KFS shown by the Lender on its website/mobile application.

(xi) It shall comply with the applicable Environment & Social Undertaking (E&S Undertaking) as more particularly described in Schedule V F, at all times. during the tenure of the Facility.

12.2 Borrower acknowledges that any breach or default in complying with all or any of the terms and conditions of this Agreement shall constitute an Event of Default and accordingly the Lender shall have the right to initiate appropriate recovery proceedings for recovering the Outstanding Amounts in the Facility

13. APPLICATION OF MONEYS

Any amount paid or recovered pursuant to any Financing Document shall be applied in the following order unless any of them is waived off: towards any costs and expenses due from the Borrower, towards any Penal Charges, towards any interest, and towards principal amounts of the Facility.

14. CONSEQUENCES OF EVENT OF DEFAULT

On occurrence of an Event of Default, the Lender may, in addition to all rights available to it under Applicable Law, enforce, including but not limited to, one or more of the following remedies against the Borrower:

- (a) enforce any security provided by the Borrower;
- (b) accelerate the repayment of the Facility;
- (c) freeze and stop all outflows from the Designated Account;
- (d) recover Bounce Charges, Penal Charges and any other charges from the Borrower;
- (e) cancel the Loan and declare (in writing) all sums outstanding under the Loan (including the principal, interest, charges, and expenses) to be due and payable forthwith;
- (f) sue for creditors' process; and

In addition to the above, the Lender shall be entitled to adopt criminal and/ or civil proceedings against the Borrower/ Guarantor/s, including but not limited to for dishonor of PIs under Section 138 of the Negotiable Instruments Act, 1881 and under 25 (1) of Payment and Settlement act, 2007 (as applicable). Nothing herein contained shall prejudice any other security, present or future or any right or remedy available to the Lenders against the Borrower, their partners, guarantors or other persons liable to pay or contribute towards the recovery of the moneys due by the Borrower to the Lenders hereunder.

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15. ASSIGNMENT AND TRANSFER

15.1 The Lender shall have a right to sell or transfer (by way of assignment, novation, securitization or otherwise) whole or part of the Loan and outstanding amounts under the Facility or any other rights under this Agreement or any other document pursuant hereto to any person in a manner or under such terms and conditions as the Lender may decide in its sole discretion without prior consent of the Borrower.

15.2 The Borrower expressly agrees, in the event of sale or transfer/novation as aforesaid, to accept such person to which the Facility is assigned or transferred as their new lender and make the repayment of the Facility to such person as may be directed by the Lender.

15.3 The Borrower shall not transfer or assign his/her rights under this Agreement.

16. WAIVER

16.1 The Lender may, from time to time, or at any time waive, on such terms and conditions as to them shall seem expedient, any breach by the Borrower of any of the covenants and provisions contained in this Agreement without prejudice to the rights of the Lender in respect of any subsequent breach thereof.

16.2 No delay or omission by the Lender in exercising any of its rights, powers or remedies as the lender of the Loan under this Agreement and other documents pursuant hereto shall impair the right, power or remedy of the Lender nor shall it be construed to be a waiver of any such breach or default or an acquiescence therein or of any similar breach or default thereafter occurring nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring.

17. GOVERNING LAW

17.1 The Agreement is governed by and construed in accordance with the laws of India.

17.2 In the event of any dispute or difference between the Parties, then such dispute shall be referred to and resolved by arbitration in accordance with this Clause 17.

17.3 The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). The seat, or legal place of arbitration shall be in Mumbai, Chennai or Kolkata. The arbitral tribunal shall consist of 1(one) arbitrator to be appointed mutually by both the Parties.

17.4 The language used in the arbitral proceedings shall be English. The decision of the arbitral tribunal shall be final and binding on all the Parties.

17.5 Any disputes arising under / in relation to this Agreement shall be subject to the exclusive jurisdiction of the Courts at Mumbai, Chennai, Kolkata or such other place as per Lender's discretion. Notwithstanding anything contained to the contrary hereunder, the Lender shall have the option to commence legal proceedings in the court of any other jurisdiction where the subject matter arises or any other court of competent jurisdiction.

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18. MISCELLANEOUS

18.1 Entire Agreement: This Agreement and the other Financing Documents contains the entire agreement between the Parties and supersede all prior discussions between the Parties.

18.2 Precedence: The provisions of Part A and Part B of this Agreement are to be read together and harmoniously, provided that, in case of any repugnancy, inconsistency or conflict between the terms in Part A and Part B, the provisions contained in Part B shall prevail.

18.3 Illegality: If, at any time, any provision of any Financing Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

18.4 Amendment: No provision of any Financing Document may be amended except as provided in the Financing Documents and otherwise by agreement between the Parties.

18.5 Notice and Communications:

- (a) Any notice, approvals, instructions, demand and other communications given or made by the Lender shall be deemed to be duly given and served if sent by courier, normal post, registered post, facsimile, electronic mail, website acceptance, online acceptance, personal delivery or short messaging service to the Borrower's address, fax number, phone/mobile number or e-mail as set out in the Sanction Letter (as may be updated or changes with notice to Lender and on which the Lender's acknowledgement is duly obtained as hereinafter mentioned). The Borrower undertakes to keep the Lender informed at all times of any change in the mailing address, email address, fax number, phone and mobile number(s) as provided in the Loan Application Form and to obtain Lender's written acknowledgement on the intimation given to Lender for any such change.
- (b) All notices and communications sent by fax, e-mail, mobile application, short messaging service, mobile application will be deemed to be delivered and effective when receipt of delivery is confirmed, if personally delivered, when delivered; if sent by courier 2 business days after deposit with an overnight courier; and if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.
- (c) Without prejudice to all other rights of the Lender, on the occurrence of an Event of Default, the Lender, its authorized representatives, agents, and third parties as appointed by the Lender are authorized to use the contact details provided by the Borrower to get in touch with the Borrower (including the authorized signatory(ies) or representative(s), Guarantor/Co-borrower (s) (if any) and third parties including the family members of the Borrower) whose information the Borrower has provided to the Lender.
- (d) The Borrower hereby confirms, acknowledges and agrees that the online acceptance of this Agreement, the Financing Documents and the Loan Application Form on the internet/world wide web/ website results in a binding contract between the Parties hereto and the Borrower is aware that transmission of this Agreement, terms and conditions, instructions, acceptances and communications ("**Communications**") through electronic means such as email, facsimile, short messaging service, websites, online acceptance, etc. ("**Electronic Media**") involves a number of risks including fraudulent alterations and incorrect transmissions and absence of confidentiality. However, the Borrower is desirous of receiving Communications in any or all of the aforesaid forms including Electronic Media and providing Communications in the aforesaid form for various matters under this Agreement including in relation to the Facility and the operation thereof.

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(e) The Borrower hereby irrevocably, confirms and undertakes with the Lender that: (i) the Lender shall be entitled (without being bound to do so) to rely upon the Communications provided through any Electronic Media or otherwise (and believe the same to be genuine), for their any requirements. In case of any question as to what were the Communications provided or received, the records of the Lender shall be treated as final, conclusive and binding; (ii) the Lender shall not be responsible for conducting any verification whatsoever in regard to any Communications received by it; (iii) the Borrower confirms that the Lender shall not be bound to act in accordance with whole or any part of any Communications as it may appear in the Electronic Media so conveyed and the same shall be at the sole risk of the Borrower; (iv) the Lender shall not be liable for the consequences of any act or any refusal or omission to act or deferment of action by the Lender on basis of the Communications through the Electronic Media; (v) the Lender shall not be required to await receipt of the Communications in writing before taking any action in connection with the Communications provided through any Electronic Media and the non-delivery and nonconformity of such Communications in writing shall not in any manner prejudice the Lender's rights under this Agreement or otherwise; (vi) the Borrower is aware and confirms that Lender is agreeing to act on any Communications provided through Electronic Media only by reason of, and relying upon the undertaking and indemnities contained in this Clause and this Agreement.

18.6 Transfer: The Borrower may request the Lender in writing to transfer its account. Upon receipt of such request, the Lender shall provide its consent or rejection within 21 days from the date of receipt of request. If consent has been granted by the Lender, such transfer shall subject to Applicable Law, be completed within 30 days of consent being granted.

18.7 Data Protection: The Borrower agrees and acknowledges that the Lender shall, subject to applicable law, not be responsible or liable to the Borrower or any other person for any misuse of data, information or details pertaining to the Facility or the Borrower, if it has taken the required steps under applicable law for the protection of data and privacy, and any leak, breach or misuse occurs thereof due to any conditions/causes outside the control of the Lender including any malware, virus, security breaches, unauthorized access occurring in spite of adequate data protection under taken by the Lender under Applicable Law.

18.8 Counterparts: This Agreement may be executed in any number of counterparts, which has the same effect as if the signatures on the counterparts were on a single copy of the Agreement.

18.9 Rights of Borrower:

The Borrower, in case of any grievance or queries in regard to the Facility or Lender, may raise his / her/ their grievance(s) to the grievance redressal officer of the Lender in the manner specified under the Grievance Redressal Mechanism, details of which are available on the website of the Lender under the following link:

Fair Practice Code <https://flexiloans.com/regulatory/>)

Grievance Redressal Mechanism: <https://flexiloans.com/grievance-redressal-mechanismon> the Lender's website.

18.10 **Appointment of recovery agents:**

Lender shall undertake peaceful and lawful recovery of the outstanding dues owed by the Borrower and shall outsource the same to an agent on behalf of the Lender. An updated list of such recovery agents is easily accessible at: <https://flexiloans.com/regulatory/>

19. AADHAAR CONSENT

Borrower acknowledges and declares the following:

EPIMONEY PRIVATE LIMITED

REGISTERED OFFICE: NO. 119, 2ND FLOOR, HARITA TOWERS, ST. MARY'S ROAD, ABHIRAMAPURAM, CHENNAI – 600018
CIN: U71309TN1995PTC030536

- (a) I/We hereby submit voluntarily at My/Our own discretion, the physical copy of Aadhaar card/physical e-Aadhaar / e-Aadhaar/ masked Aadhaar / offline electronic Aadhaar xml as issued by UIDAI (Aadhaar), to the Lender for the purpose of: (a) Using my/our Aadhaar details for authenticating my/our identity with UIDAI's Aadhaar based authentication system and obtaining demographic details (including photograph) from UIDAI; (b) Use of my/our registered mobile number to receive SMS alerts from the Lender regarding Aadhaar; and (c) Sharing my Aadhaar details with UIDAI, concerned regulatory and / or statutory authorities as may be required under applicable law(s).
- (b) I/We am/are aware, that submission of Aadhaar is not mandatory. I/We voluntarily give my consent in connection with me availing the Facility from the Lender and processing instructions for the said purpose and hereby give consent to the Lender for verification of my Aadhaar to establish its genuineness through such acceptable manner stipulated by UIDAI or in terms of any applicable law for the same.
- (c) I/We authorize and give my consent to the Lender (and its service providers), for following informed purposes: (i) KYC and periodic KYC process as per the PML Act, 2002 and rules thereunder and RBI guidelines, or for establishing my identity, carrying out my identification, offline verification or e-KYC or Yes/No authentication, demographic or other authentication/verification/identification as may be permitted as per applicable law, for all accounts, facilities, services and relationships of/through the Bank/HSL, existing and future; (ii) collecting, sharing, storing, preserving Information, maintaining records and using the Information and authentication/ verification/ identification records for the informed purposes above, as well as for regulatory and legal reporting and filings and/or where required under applicable law; (iii) producing records and logs of the consent, Information or of authentication, identification, verification etc. for evidentiary purposes including before a court of law, any authority or in arbitration.
- (d) Lender has informed me that my Aadhaar submitted to the Lender herewith shall not be used for any purpose other than mentioned above, or as per requirements of law.
- (e) I/We hereby understand that My/our request for updation of Aadhaar details will not be processed, if (a) Aadhaar details provided by me/us are incorrect; (b) authentication with UIDAI fails due to mismatch of my/our details with UIDAI; (c) there is technical failure while authenticating Aadhaar details with UIDAI.
- (f) The consent and purpose of collecting Aadhaar has been explained to me in English/ Hindi language.
- (g) I/We understand that the Aadhaar number and core biometrics will not be stored/ shared except as per law and for CIDR submission.

Where the authorized signatory of the Borrower and the Guarantor is the same individual, a single signature by such an authorized signatory shall suffice for the execution of this Agreement on behalf of both the Borrower and the Guarantor.

EPIMONEY PRIVATE LIMITED

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CIN: U71309TN1995PTC030536

SIGNED AND DELIVERED by the
within named **Borrower**

SIGNED AND DELIVERED by the
within named **Co-Borrower**

SIGNED AND DELIVERED by the
within named

EPIMONEY PRIVATE LIMITED

REGISTERED OFFICE: NO. 119, 2ND FLOOR, HARITA TOWERS, ST. MARY'S ROAD, ABHIRAMAPURAM, CHENNAI – 600018
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PART B SCHEDULE I SANCTION LETTER

Name of Lender	Epimoney Private Limited																		
Name of the Borrower	<p><business name>, a sole proprietorship represented by <proprietor name> with permanent account number <PAN> with its office address at <office address>.</p> <p><Business name>, a Partnership firm with permanent account number <FIRM PAN> with its office at <Business address>.</p> <p><Co. Name>, a Company with permanent account number <Co. PAN>, incorporated under the Companies Act, 1956/2013 having its registered office located at <Business address>.</p> <p><Co. Name>, a limited liability partnership, with permanent account number <Co. PAN>, incorporated under the laws of India, having its principal place of business located at <Business address>.</p>																		
Type of Borrower	<p>a) Individual b) Sole Proprietor c) Partnership Firm d) Limited Liability Partnership (LLP) e) Company f) Hindu Undivided Family (HUF) g) Association of Persons / Cooperative Society</p> <p>(Please retain as applicable)</p>																		
Name of the Co-Borrower (If applicable)	<Coborrower name> an individual with permanent account number <co borrower PAN> with its residential address at < residential address >																		
Name of the Guarantor (If applicable)	<table border="1"> <thead> <tr> <th>Description</th> <th>Name of the Guarantor</th> <th>Address of the Guarantor</th> </tr> </thead> <tbody> <tr> <td>Guarantor 1</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>Guarantor 2</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>Guarantor 3</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>Guarantor 4</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>Guarantor 5</td> <td>[•]</td> <td>[•]</td> </tr> </tbody> </table>	Description	Name of the Guarantor	Address of the Guarantor	Guarantor 1	[•]	[•]	Guarantor 2	[•]	[•]	Guarantor 3	[•]	[•]	Guarantor 4	[•]	[•]	Guarantor 5	[•]	[•]
Description	Name of the Guarantor	Address of the Guarantor																	
Guarantor 1	[•]	[•]																	
Guarantor 2	[•]	[•]																	
Guarantor 3	[•]	[•]																	
Guarantor 4	[•]	[•]																	
Guarantor 5	[•]	[•]																	
GST No. (if applicable)																			
Nature of Facility	Term Loan																		
Fresh/ Renewal/Top up	[•]																		
Facility Amount	INR [•]/- (Indian Rupees [•] Only)																		
Purpose	For day to day business purposes																		
Loan Tenure (in months)	[•]																		
Total Outstanding/ Amount to be Set Off for top Up	<p>INR [•]/- (Total Outstanding Amount) *</p> <p>*Total Outstanding Amount is only the indicative total outstanding due to Lender and this may actually differ because of various reasons, including</p>																		

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		the interest on the principal outstanding till actual date of disbursement which will impact the 'net Disbursement Amount'.	
Disbursement Amount	:	<p>INR < ___ >/-</p> <p>Amount to be disbursed (after deducting charges and Total Outstanding Amount).**</p> <p>The Disbursement Amount as indicated above has been determined after deduction of applicable taxes and applicable charges (refer 'Charge Schedule' as below).</p> <p>** For the purpose of this Top-Up Facility Borrower acknowledges and authorises the settlement and closure of the original loan bearing Loan ID _____ ("Original Facility"), pursuant to which the Lender shall settle the Total Outstanding Amounts from the Facility Amount, and the Total Disbursed Amount will depend upon the aforementioned settlement.</p>	
Interest Rate per annum (% p.a.)	:	[●].00% per annum	Interest Type* Flat
Effective Annualized Rate of Interest (%p.a.) (Reducing basis)*	:	[●]%	
Annualised Percentage Rate ("APR")**	:	[●]%	
Frequency of repayment	:	Monthly	
Repayment Details	:	Repayment by [●] EMI/Installments of INR [●]/- NACH Debit Instructions/any other mode of payment.	
Security Details (if applicable)	:	<p>ENACH or physical NACH for INR [●]/-. In case of physical NACH, Borrower to submit one full value cheque of not exceeding value equal to Facility amount of INR [●]/- along with 5 post-dated cheques against EMIs'. Lenders may waive the requirement for post-dated cheques if deemed necessary by the Lenders or ask for additional number of post-dated cheques as may be required.</p> <p>If required by the Lenders, the Borrower shall execute and deliver to the Lenders, the demand promissory note and letter of continuity in a form and manner acceptable to the Lenders and the Lenders shall be entitled to enforce the same, at its discretion, in case of occurrence of any Event of Default by the Borrower. The Borrower shall also forthwith execute and deliver to the Lenders from time to time (as may be requested by the Lenders) such documents (in a format acceptable to the Lenders) to ensure that the demand promissory note remains valid and subsisting until the full and final discharge of all obligations of the Borrower hereunder if applicable.</p>	
Indicative Final Repayment Date***	:	<p>The date on which all amounts due to the Lender from the Borrower shall be paid/repaid, being:</p> <p>a. If the disbursement is undertaken on or prior to [●]: on [●];</p> <p>b. If the disbursement is undertaken on or post [●]: on [●].</p>	

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EMI / Installment Amount	:	INR [●]/-	No. of EMI/Installments	[●]
Indicative First EMI / Installment Start Date	:	a. If the Facility is disbursed by the Lender on or prior to [●], then the first EMI shall be due on [●]; b. If the Facility is disbursed by the Lender on or post [●], then the first EMI shall be due on [●].		
Cooling off/look-up period ****	:	3 days		
Upfront Processing Fees inclusive of applicable taxes	:	INR [●]/-	Annualised Processing Fees¹ inclusive of applicable taxes	INR [●]/-
Total Processing Fees inclusive of applicable taxes	:	INR [●]/-	Bounce Charges (Rs. / Per instance of bounce)	Upto INR 900/-
Stamp Duty Fees	:	INR [●]/-	Documentation Charges inclusive of applicable of taxes	INR [●]/-
NACH / Instruments Activation Fees (including applicable taxes)	:	INR 590/-	Priority Credit Program Fees² (plus applicable taxes)	INR [●]/-
Bank Account Swap Charges (per instance) (plus applicable taxes)	:	Upto INR 1000/-	Mandate Maintenance Charges (plus applicable taxes)	Upto INR 1000/- per month until re-activation.
Pre-EMI Interest	:	INR [●]/- Pre-EMI Interest shall mean and include the interest computed from date of disbursement till the EMI payment cycle start date as more particularly provided in the illustration below. Pre-EMI Interest shall be payable along with the first EMI Instalment only.		
Insurance Premium (ICICI Lombard GIC, hereinafter "Insurer") inclusive of applicable taxes*****	:	INR [●]/-	Health and Wellness package inclusive of applicable taxes	INR [●]/-
Life Insurance Premium	:	INR 0 /-	Life Insurance Nominee's Name	-
Life Insurance Nominee's DOB	:	-	Relation with Insurer	-
Credit Health Report amount	:	INR [●]/-		

¹ Annualised Processing Fees shall be levied on an annual basis till the tenure of the Facility as opted by the Borrower.

² Priority Credit Program Fees shall be levied in transactions backed by government scheme like CGTMSE

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(inclusive of applicable taxes)			
Merchant Insurance Premium (inclusive of applicable taxes)		INR [●]/-	
Late Payment Collection Charges	:	Upto INR 1000 for loans <10 Lakhs Upto INR 1500 for loans >=10 Lakhs Upto INR 2000/- for loans >= 15 Lakhs payable after 3 days of the Due Date for initiating collection proceedings	Legal Charges (plus applicable taxes) At Actual
Penal Charges	:	Upto 36% p.a. applied on the EMI/s overdue amount/s for the prorated tenor of days in default.	Foreclosure Charges (Plus, applicable taxes) (Payable on the Principal outstanding amount that is proposed to be foreclosed before the expiry of the Due Date.) 5%
Place of arbitration and jurisdiction	:	Mumbai, Chennai, Kolkata or such other place as per Lender's discretion.	
Documents to be provided by the Borrower under the Facility thereof	:	<ol style="list-style-type: none"> 1) Personal KYC – Aadhaar or any other officially Valid Document & PAN 2) 6 months bank statement of the Borrower 3) Borrower Business proof 4) Signed NACH Form 5) Signed Cheques 6) Personal Guarantee in the format as set out under the schedule hereto (if applicable) 7) Acceptance of this Facility Agreement along with the documents as are set out under the schedules hereto. 8) Partnership Authority Letter, if applicable. 9) Board Resolution (if applicable) 10) Letter of Authorization, if applicable 11) Any other requirements as per the Lender. 	
Phone number and email id of the nodal grievance redressal officer		Ms. Pranaali Sawant Phone: 8879758863 Email: nodal.grievance@epimoney.com	
Address for Notices	:	Borrower's Business Address [●];	
Taxes & Levies	:	All taxes and statutory levies shall be applied on the above mentioned charges, as may be applicable, including without limitation tax on goods and services.	
Additional Terms and conditions	:	Installment start date will be computed as follows (illustration) i) If the loan is disbursed on or prior to 15th October, with the EMI due	

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	<p>date on the 4th of each month, the first installment will be due on the 4th November. For the first installment, there shall be no Pre-EMI Interest applicable, the interest in this case will be calculated from the disbursement date until the 3rd November.</p> <p>ii) If the loan is disbursed on or post 16th October, with the EMI due date on the 4th of each month, the first installment will be due on the 4th December. In this case, the Pre-EMI Interest will be calculated from the disbursement date until the 3rd November (the EMI payment cycle start date) and shall be payable along with the first installment due on 4th December.</p>
<p>* The Borrower is aware that the flat rate of interest mentioned above is for illustrative purposes only, and that the Interest will be charged on the Facility on reducing balance basis compounded with monthly interest. Rate is calculated as per follows:- Rate of interest % = $\frac{(\text{EMI} \times \text{Tenor in months}) - \text{Principal} \times 100}{\text{Principal} \times \text{Tenor in years}}$</p> <p>** Annual Percentage Rate - Effective annualized interest rate (in percentage) (computed on net disbursed amount using IRR approach and reducing balance method)</p> <p>***Notwithstanding anything specified above, the Borrower agrees and acknowledges that the aforementioned dates are indicative in nature and are subject to the respective disbursement dates indicated above. Further, the Borrower expressly agrees and acknowledges that the actual repayment dates will be as specified in the repayment schedule to be finalized and shared with the Borrower by the Lender upon completion of the loan application process.</p> <p>**** Cooling off/look-up period during which Borrower shall not be charged any penalty on foreclosure of the Facility. Cooling off period shall commence from the date of acceptance of the Facility Agreement.</p> <p>***** Borrower acknowledges that the insurance product is being provided by ICICI Lombard GIC.</p>	
<p>Break up between Principal and Interest (Interest is accumulated on your loan account from the day of disbursement, hence values mentioned in the corresponding table are indicative, repayment schedule with actual values will be shared subsequent to the disbursement)</p>	<p>INR [●]/-</p>
<p><u>BORROWER INSTRUCTIONS</u></p> <ul style="list-style-type: none">● PLEASE DO NOT SIGN THE ABOVE DOCUMENT, IF BLANK.● PLEASE DO NOT PAY CASH TO ANYONE FOR THE PROCESSING OF YOUR LOAN. IN CASE YOU ARE ASKED, PLEASE REFUSE AND CONTACT US.● FOR ALL PAYMENTS MADE TO ANY REPRESENTATIVE OF THE LENDER TOWARDS ANY FEE / CHARGES, PLEASE ASK FOR A VALID RECEIPT.● IF ANY VERBAL COMMUNICATION MADE TO YOU IS IN CONTRADICTION TO THE ABOVE TERMS & CONDITIONS, PLEASE CONTACT US AT 022-68219595 (MON-SAT 10:00 A.M. TO 7:00 P.M. (except public holidays) OR WRITE TO US AT myaccount@flexiloans.com	

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The circular DOR.STR.REC.No.275/21.04.048/2025-26 dated November 28, 2025, on 'Reserve Bank of India (Non-Banking Financial Companies – Income Recognition, Asset Classification and Provisioning) Directions, 2025 (Updated as on February 13, 2026)' requires the lenders to recognize incipient stress in borrower accounts, immediately on default, by classifying them as special mention accounts (SMA). Illustration with respect to SMA/NPA Classification: (i) If the Repayment Date with respect to the Facility falls on March 31st, and the relevant outstanding amounts payable on such date is not received in full on such Repayment Date, before the Lender runs the day-end process with respect to classification of their borrower accounts for the Repayment Date, the date of overdue shall be March 31st. , in such case the Facility will be tagged as SMA-0 from the day-end process of March 31st (ii) In the event of the Facility continues to remain overdue, then the loan account shall be tagged as SMA-1 upon running day-end process on the 30th day from March 31st i.e. upon completion of 30 days of the Facility being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be 30th April. (iii) Similarly, if the Facility continues to remain overdue after it being classified as SMA-1, it shall be tagged as SMA-2 upon running day-end process on the 60th day from March 31st i.e., on 30th May. (iv) In the event of the Facility continuing to remain overdue further, it shall become classified a NPA upon running day-end process on the 90th day from March 31st i.e., on 29th June.

INSURANCE LITERATURE (Applicability - wherever opted for)

Borrower confirms and accepts the terms & conditions governing the insurance product / insurance Policy availed by the Borrower and states as below:

- **Declaration for Assignment:** In the event of my Death / Diagnosis / Undergoing Surgical Procedures (as covered under the policy issued by the Health Insurer) and if any amounts are outstanding or overdue against EPIMONEY PRIVATE LIMITED ("Lender"), I hereby assign the claim amount payable to me to the Lender and I further declare that this receipt shall be sufficient discharge to the Health Insurer. This policy of the Health Insurer is hereinafter referred to as the "Health Insurance Policy"
- **Terms & Conditions:**
 1. As a pre-condition to the application of the Insurance Policy, the Borrower agrees and acknowledges to submit an Insurance Declaration Form along with the Sanction Note.
 2. From the Health Insurance Policy start date, the amount payable by the Health Insurer to the Insured (the term "Insured" refers to the "Borrower" as defined under the Facility agreement) and all rights, title, benefits and interest of the Insured under this Health Insurance Policy stand assigned in favor of the Lender as stated above.
 3. Upon any amount becoming payable under this Health Insurance Policy, the same shall be paid by the Health Insurer to the Lender, but not exceeding the Principal Outstanding. In the event of any amount payable under this Health Insurance Policy exceeding the Principal Outstanding, the Company shall pay such amount as exceeding the Principal Outstanding to the Insured.
 4. The receipt of such an amount by the Lender shall completely discharge the Health Insurer from all the liability under the Health Insurance Policy and shall be binding on the Insured and his/her heirs, executors, administrators, successors or legal representatives.

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- **Insured further declares that:**
 1. All the above statements, answers and/or particulars given by me/us (including under the Insurance Declaration Form) are true and complete in all respects to the best of my knowledge.
 2. Any / all the information provided by me will form the basis of the Health Insurance Policy and is subject to the board approved underwriting policy of the Health Insurer and that the Health Insurance Policy will come into force only after full payment of the premium.
 3. I will notify in writing of any change occurring in relation to my occupation or general health or life after the submission of Insurance Declaration Form with the Health Insurer but before communication of the risk acceptance by the Health Insurer.
 4. The Health Insurer is entitled and permitted for seeking medical information from any doctor or hospital who/which at any time has attended me/ my nominees or from any past or present employer concerning anything which affects my physical or mental health and/or for seeking information from any other insurance company to whom an application for insurance has been made by me/us for the purpose of underwriting my/our proposal and/or claim settlement.
 5. I have been provided with the detailed terms of the Health Insurance Policy. I have read, understood and I am aware of the detailed terms of the Health Insurance Policy.
 6. I have read and understood the terms and conditions of the Health Insurance Policy and confirm to abide by the same. I hereby agree that the insurance coverage/risks under the Health Insurance Policy will commence subject to realization of full premium. I further acknowledge that my application/ submission of the Insurance Declaration Form to the Health Insurer shall not be construed as acceptance of the proposal by the Health Insurer. Health Insurer in its sole discretion reserves the right to accept or reject any proposal without assigning any reasons thereof.
 7. I authorize the Health Insurer to share information pertaining to my proposal including my medical records for the sole purpose of underwriting the proposal and/or claims settlement and with any Governmental and/or Regulatory authority.
 8. I declare that the contents of this Health Insurance Policy and the terms and conditions contained hereunder have been fully explained to me and I have fully understood the significance of the proposed contract.
 9. I understand that the insurance coverage will commence not earlier than the date of disbursal of the Facility or after the full premium is received by Health Insurer whichever is later subject to underwriting approval by Health Insurer.
 10. I hereby confirm that I have insurable interest in the Health Insurance Policy and the premium is not borne by any third party entity or person.
 11. I/We hereby give my/our consent to enroll me/us under Income Protect Policy and Group safeguard Insurance underwritten by Insurer (IRDA Reg No 115).
 12. I/We agree to abide by all terms & conditions applicable to the Health Insurance Policy and I/We further provide my/our consent to share my/our personal details, as may be required by the

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Health Insurer for the purpose of my enrollment under the Health Insurance Policy to the extent as may be permissible under applicable laws.

13. If the declaration as made above is shown or discovered to be false at any time, the Health Insurance Policy cover will terminate and the Health Insurer or Lender shall not be liable for any compensation.
14. The Health Insurance Policy will be voidable at the option of the Health Insurer in the event that any information furnished by me/us is untrue or incorrect or in case of any misrepresentation, non-description or non-disclosure of/under any material document /personal statement, declaration and/or connected documents or if any material information is withheld by me.
15. The liability of the Health Insurer shall not commence until the proposal for the Health Insurance Policy made by the customer has been accepted by the Health Insurer and premium is duly received by the Health Insurer after disbursement of the Facility.

- **Other Terms & Conditions.**

1. Critical illness cover shall be applicable only to customers who are in the age group 18-45 years as on the date of disbursement of the facility.
2. Critical illness cover shall not be applicable to customers who have not confirmed any of the questions mentioned in the Insurance Declaration form.

Group Safeguard/ Group Active Secure and Hospital Daily Cash product shall be applicable to all customers in the age group 18-65 years as on the date of disbursement of the Facility.

- **Cancellation Clause**

In case of pre-closure of loan/ cancellation of loan/ renewal of loan, the Insurance Premium collected from the Borrower shall not be refunded to the Borrower and the policy shall cease to effect from the date of pre-closure of loan/cancellation of loan/renewal of loan. No claims shall be admitted under the Policy after the date of pre-closure of loan/cancellation of loan/renewal of the loan.

Life Insurance Literature (Applicable where opted for)

Borrower (also referred to as the "Insured") confirms and accepts the terms & conditions governing the Policy and acknowledges that for the purpose of the Life Insurance Policy, Lender shall be deemed the PolicyHolder / Master Policy Holder (MPH). Borrower further states:

- **Declaration for Assignment**

In the event of my Death / Diagnosis / Undergoing Surgical Procedures (as covered under the Life Insurance Policy issued by the Life Insurer) and if any amounts are outstanding or overdue against EPIMONEY PRIVATE LIMITED ("Lender" or "Policy Holder"), I hereby assign the claim amount payable to me to the PolicyHolder and I further declare that this receipt shall be sufficient discharge to the Life Insurer. This policy of the Life Insurer is hereinafter referred to as the "Policy".

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• Terms & Conditions

Insured declares as follows:

I understand, agree and confirm that all statements and this declaration are the basis of the contract between the Life Insurer and the Policyholder ("Insurer"). Subject to Section 45 of the Insurance Act 1938 as amended from time to time, if any untrue statements are contained herein or there has been any non-disclosure of any material fact, the Policy to be issued by the Life Insurer in the name of the Insured may be treated as void as far as I am concerned.

I confirm that I have read and understood, the rules and any additional rules of the plan, standard Policy provisions and any additional provisions that govern the Policy to be issued by Life Insurer in the name of Insured and on my life, and I agree and confirm that the same shall be binding on me authorise the Insurer to disclose to the Life Insurer such particulars as they may require including the details given above and any changes to the same, pay the premium payable on my behalf /collected from me to the Life Insurer.

I understand that any statutory levy or charges including any indirect tax may be charged to me either now or in future by the Life Insurer and I agree to pay the same.

I understand that the Insurer has the right to reject a proposal without giving reasons thereto and confirm to give an undertaking that I shall not raise any claims thereof.

I understand the significance of the contract and the contract will be governed by the provisions of the Insurance Act 1938 as amended from time to time and that the same will not commence until written acceptance of this application issued by the Life Insurer on its normal terms and conditions is received.

I further agree that if after the date of submission of the proposal but before the issuance of Policy (i) there is an adverse change in my occupation, financial condition, health condition, which will affect the decision of the Company in underwriting risk or (ii) if the proposal for assurance or an application for revival of the Policy made to any Insurer on my life or the Life to be assured is withdrawn or dropped, deferred, declined or accepted on terms other than as proposed, I shall forthwith intimate the same to the Life Insurer in writing and failure to do so shall lead to a decision as per the applicable terms and conditions of the Policy.

I understand and agree that in case any error, omission, incorrect information, blank forms, etc. are detected at the claim stage because of lapses on the part of the scheme member, such claims shall be treated as invalid by the Life Insurer and the claim payout shall not be processed.

I understand that any If any of the requirement/s raised by the Life Insurer including further requirements pertaining to medical tests/reports/investigations are not completed within three months from the date when the member enrolment details were shared by the PolicyHolder / MHP with the Life Insurer, the received premium amount for the said enrolment, would be refunded and the respective member's enrolment shall be deemed as withdrawn.

I declare and hereby consent and authorize the Company or any of its authorized representatives to seek medical information from any doctor or from a hospital who at any time has attended me or from any past or present employer concerning anything which affects my physical or mental health and seeking information from any insurance company to which an application for insurance has been made for the purpose of underwriting the proposal and/or claim settlement.

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I/ We acknowledge that all the conditions of the Health Insurer/Life Insurer shall have to be met by me/us for the Insurance to be granted to me/us and the Health Insurer/Life Insurer shall be at liberty to deny insurance to me/us for any reason whatsoever.

Credit Health Report (CHR) Declaration (Applicability - wherever CHR has been opted for)

I/We acknowledge and confirm that I/We have opted for the Credit Health Report (CHR) at my/ our discretion. I/We understand that this report is generated by a third-party service provider and that this CHR is only an indication of my/our overall financial health.

I/We further acknowledge, agree, and undertake as follows:

1. That the CHR provides a summary and breakdown analysis of My/Our Credit Information Company (CIC) report and is subject to availability of details about my/our borrowings if any with the CIC.
2. That the CHR contains personalized recommendations to improve and maintain credit bureau scores.
3. That the Lender/(s) are merely facilitating the provision of CHR and shall not be responsible in any way with regards to the services provided under CHR, for any query or dispute, I/We are required to directly contact the respective CIC.
4. That the Lender/(s) and/ or the third-party service provider is/ are not responsible for the delivery or performance or inaccuracies in the CHR.
5. I/We agree with the below Terms and Conditions:
6. That the CHR will be available for download via the link sent to my registered mobile number via SMS and to my registered Email id, or through any other means of communication post disbursement of the Facility.
 - a. That the CHR will be generated post verification and filling in the required fields/ required information.
 - b. That any charges deducted towards CHR are non-refundable including in cases where the loan is cancelled.
7. That I/We am/are aware that this loan Facility is optional and is not a pre-condition for the loan application.
8. In the event of discovery of any adverse activity / defaults etc. in relation to my information available with the CIC(s), I/We authorize the third-party service provider to provide this info to Lender(s).

In case of pre closure of loan/ cancellation of loan/ renewal of loan, the charges collected from the Borrower shall not be refunded to the Borrower

HEALTH and WELLNESS PACKAGE DECLARATION (Applicability - wherever Health & Wellness Package has been opted for)

- I/We acknowledge and confirm that I/We have opted for the Health and Wellness Package (H&W) at my/our discretion.

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- I/We understand that this service is provided by MediBuddy, who are in the business of providing digital health care, consultation and other similar packages.
- I/We further acknowledge and confirm that in case of pre-closure of loan/ cancellation of the Facility/ renewal of the Facility, the charges collected from Me/Us shall not be refundable.
- I/We hereby authorize the Lender/(s) to share my/our details/information (including personal information) as provided by Me/Us, with MediBuddy for enabling my subscription for these products/services.
- I/We further authorize the Lender/(s) to disclose, from time to time, any information relating to My/ Our loan account to MediBuddy as the Lender/(s) may deem fit.
- I/We hereby state that the registered mobile number provided for this Facility is owned/used by me/us and in conjunction with my H&W by MediBuddy, MediBuddy or the healthcare providers under the MediBuddy's network shall be authorized to contact me with whatsoever means through SMS/email/telephone, including via WhatsApp, etc. for sending health package details from time to time, even if the registered contact number is registered with DND/DNC registry.
- I/We hereby acknowledge and agree that the Lender/(s) are merely facilitating the provision of H&W and shall not be responsible in any way with regards to the services provided by MediBuddy. In case of any query or dispute, I/We am/are required to directly contact MediBuddy.
- I/We acknowledge and confirm that to speak with the doctors, book an appointment or in case of customer issues, I/We will reach out to MediBuddy at Email ID: Doctorconsultations@medibuddy.in and Customer service no: 08045686596

Terms & Conditions

Borrower confirms and accepts the terms & conditions governing the insurance product availed by the Borrower and states as below:

As a precondition to the application of the Insurance Policy, the Borrower agrees and acknowledges to submit an Insurance Declaration Form along with the Sanction Note.

***I agree that I am aged over 18 years at the time of policy issuance & I have a pucca (RCC) shop and that my shop is not located in the basement and no losses have been reported in past 3 years**

Insured further declares that:

1. The policy is to be sold as an attachment to the merchants who have undertaken loan on Flexiloans's platform.
2. The policy has been issued in the name of the Merchant and the shop as provided during the purchase of this insurance product.
3. Structure of the shop is made up of RCC construction.
4. The shop is not located in the basement and goods are also not stored in the basement.
5. Shop is neither a scrap shop nor a jewelry shop.
6. Policy will be valid for 1 calendar year.
7. Warranted that no hazardous goods are stores within risk location premises.

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8. Goods kept in open area will not be covered under the policy.
9. Any loss or damage within 15 days from policy start date will not be covered under the policy.

FIRE (Contents)

- Excess: 5% of claim amount subject to a minimum of Rs 10,000/- in case of each and every claims
- Excess for Earthquake:5% of each and every claim subject to a minimum of Rs.25,000 in respect of each and every loss.
- Terrorism is excluded under the policy

BURGLARY

- Excess: 5% of the claim amount subject to minimum of INR 5,000 in case of each and every loss
- Theft is excluded under the Policy
- Policy investigation report will required for burglary cases above INR 50 K

Cancellation Clause

In case of pre-closure of loan/ cancellation of loan/ renewal of loan, the Insurance Premium collected from the Borrower shall not be refunded to the Borrower and the policy shall cease to effect from the date of pre-closure of loan/cancellation of loan/renewal of loan. No claims shall be admitted under the Policy after the date of pre-closure of loan/cancellation of loan/renewal of the loan.

**SIGNED AND DELIVERED by the
withinnamed Borrower**

**SIGNED AND DELIVERED by the
withinnamed Co-Borrower**

**SIGNED AND DELIVERED by the
withinnamed Lender**

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SCHEDULE II

CONDITIONS PRECEDENT

The Borrower shall fulfill the following conditions precedent, to the satisfaction of the Lender, on or prior to the date of the first disbursement under the Facility:

- (a) Certified true copy of the constitutional documents of the Borrower (if applicable).
- (b) A certified true copy of the approval/resolution (special or otherwise) of the Borrower's partners/ managing body/ shareholders/ board authorizing the availing of the Facility and the execution and delivery of this Agreement and the Financing Documents.
- (c) for each repayment installment, for payments as per the Repayment Schedule.
- (d) If required by the Lender, the Borrower shall have established the Designated Account and executed the necessary documents, including the Escrow Agreement, for its establishment and operation with the Escrow Bank.
- (e) Submission of duly filled Loan Application Form.
- (f) Completion of all applicable "know your customer" requirements prescribed by the RBI.
- (g) Execution and delivery of all relevant Financing Documents in the form and manner satisfactory to the Lender.
- (h) Submission of all the necessary approvals and permission from, the appropriate authorities including, but not limited to approvals and certificates from corporations.
- (i) Any other document or writing as the Lender may require in its sole discretion.
- (j) The Borrower shall have submitted PIs.

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SCHEDULE III

Instruction for loan disbursement by national electronic funds transfer

To,

Epimoney Private Limited (“Epimoney”)

7th Floor, South Annexe, Tower 2, One World Centre,
841, Senapati Bapat Marg, Elphinstone, Saidham Nagar,
Lower Parel, Mumbai-400013

Sub: Authorization for Disbursement

Sir,

Refer to the Application for grant of credit Facility for INR.....
Kindly prepare the Loan Disbursement Cheque/NEFT as per THE following details:

Beneficiary Name	Bank Name	IFSC code	Bank Account no.	Amount
(Name as on the cheque)	(Name of the bank)	(IFSC Code)	(Account no.)	(Net disbursement Amount)
(Name as on the cheque)	(Name of the bank)	(IFSC Code)	(Account no.)	(Net disbursement Amount)

The disbursement of the Facility amount in favor of the above payee shall not affect my/ our obligation in relation to the Facility. The disbursement of the Facility in favor of the above Payee shall be deemed to be disbursement of the Facility granted to and availed by me/us.

I / We hereby declare that:

- The particulars given above are true, correct and complete to the best of my/our knowledge. I / we shall be responsible for the accuracy of the particulars given in the payment instruction.
- I / We shall be bound by any payment instruction executed by Epimoney, if Epimoney had executed the payment instruction in good faith and in compliance of instructions for electronic fund transfer.
- The disbursement of the Loan in favor of the above said Beneficiary shall be deemed to be the Loan granted to and availed by me/us. The disbursement of the Loan amount in favor of the above Beneficiary payee shall not affect my/ our obligation in relation to the Loan facility.
- Epimoney shall not be liable for any loss or damage arising out of or resulting from incomplete information, delay in transmission, delivery or non-delivery of electronic message or any mistake, omission or error in transmission or delivery thereof or any act or event beyond its control. Notwithstanding above, in the event of any delay in the completion of the funds transfer or any loss on account of error in the execution of the funds transfer pursuant to a payment instruction due to any negligence on the part of Epimoney, Epimoney's liability shall be limited to the extent of payment of interest at the bank rate for the period of delay in the case of delayed payment.

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- Epimoney shall not be liable for non-credit or crediting remittance amount to wrong beneficiary on account of incorrect information furnished by me/ us in this application form.
- Beneficiary bank may levy charges on inward remittance and deduct the same from the remitted amount.

I understand that all National Electronic Fund Transfer ('NEFT') instructions are irrevocable and there is no facility for giving stop payment instruction in respect of remittances through NEFT.

Thanking You
Yours faithfully,

**SIGNED AND DELIVERED by the
withinnamed Borrower**

**SIGNED AND DELIVERED by the
withinnamed Co-Borrower**

**SIGNED AND DELIVERED by the
withinnamed Lender**

Date: DD/MM/YYYY

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SCHEDULE IV

DEED OF PERSONAL GUARANTEE

This PERSONAL GUARANTEE (“**Personal Guarantee**”) is executed at <__> on <__> by:

Description	Name of the Guarantor	Address of the Guarantor
“Guarantor 1”, which expression shall, unless it is repugnant to the subject or context thereof, include his/ her legal heirs, Executors, and administrators	[•]	[•]
“Guarantor 2”, which expression shall, unless it is repugnant to the subject or context thereof, include his/ her legal heirs, Executors, and administrators	[•]	[•]
“Guarantor 3” which expression shall, unless it is repugnant to the subject or context thereof, include his/ her legal heirs, Executors, and administrators	[•]	[•]
“Guarantor 4”, which expression shall, unless it is repugnant to the subject or context thereof, include his/ her legal heirs, Executors, and administrators	[•]	[•]
“Guarantor 5”, which expression shall, unless it is repugnant to the subject or context thereof, include his/ her legal heirs, Executors, and administrators	[•]	[•]

IN FAVOUR OF:

EPIMONEY PRIVATE LIMITED, a Non Banking Finance Company (NBFC) registered with Reserve Bank of India (RBI) having its registered office at No.119, 2nd Floor, Harita Towers, St. Mary's Road, Abhiramapuram, Chennai – 600 018 and its corporate office located at 7th Floor, South Annexe, Tower 2, One World Centre, 841, Senapati Bapat Marg, Elphinstone, Saidham Nagar, Lower Parel, Mumbai-400013, (hereinafter referred to as “**Lender**” which expression shall, unless the context otherwise requires, be deemed to mean and include its successors and assigns);

The terms Guarantor 1, Guarantor 2, Guarantor 3, Guarantor 4 and Guarantor 5 are hereinafter collectively referred to as “**Guarantors**” and individually as “**Guarantor**”.

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WHEREAS:

- (1) At the request of the Guarantors, the Lender has agreed to grant to <__>, a <__> having its registered office at <__> (hereinafter referred to as the “**Borrower**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).
- (2) A term loan facility to the extent of INR <__>/- (Indian Rupees <__> only) (hereinafter referred to as the “**Facility**”) on the terms and conditions and securities mentioned in the Facility Agreement dated <__> (hereinafter referred to as the “**Facility Agreement**”, which expression shall include any amendment, supplementation or modification thereto) executed amongst the Borrower and the Lender, including all supplements, amendments and modifications thereto, from time to time.
- (3) One of the conditions of the Lender having agreed to grant the Facility to the Borrower, is that the Guarantors shall execute in favor of the Lender an unconditional and irrevocable continuing guarantee for the repayment of all amounts as may be outstanding from time to time under or in respect of the Facility.

NOW THEREFORE, in consideration of the premises set forth in this Personal Guarantee, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantors covenants and agrees as follows:

1. GUARANTEE

- 1.1 The Guarantor(s) hereby irrevocably and unconditionally guarantees the due repayment to the Lender forthwith on any of the Lender's first demand, without demur any or all amounts due and payable by the Borrower to such Lender under the Facility including the principal sum of INR <__>/- (Indian Rupees <__> only) for the time being outstanding under the Facility and all interests, Penal Charges, expenses and all other moneys whatsoever, due and payable by the Borrower to the Lender (the “**Guaranteed Amounts**”), to the satisfaction of the Lender, in the event of failure on the part of Borrower in repaying the same to the Lender or otherwise upon an event of default under the Facility/Facility Agreement. The Guarantor undertakes to the Lender that whenever the Borrower does not pay any amount as and when due under the Facility Agreement or any other Financing Documents (in accordance with the provisions thereof), the Lender shall be entitled to call upon the Guarantor to make payments, as stated in the demand certificate provided by the Lender. The Guarantor shall immediately on demand by either of the Lender, on behalf of both Lender, without contest, delay or demur, pay that amount as if it was the principal obligor in respect of that amount.
- 1.2 Without prejudice to Clause 1.1, prior to making any demand hereunder, the Lender will not be required to take any step, make any demand upon, exercise any remedies or obtain any judgment against the Borrower, give notice to any other person under the Financing Documents, or make or file any claim or proof in the dissolution or winding-up of the Borrower or enforce or seek to enforce any security now or hereafter held by the Lender in respect of the Guaranteed Obligations.
- 1.3 The obligations hereunder are independent of the obligations of the Borrower or any other guarantor. The Guarantors shall, without prejudice to the other provisions contained in this Personal Guarantee, as primary obligor and principal debtor to the Lender, and not merely as surety, on a full indemnity basis, indemnify the Lender, for any reason whatsoever irrespective of whether such reason or any related fact or circumstance was known or ought to have been known to the Lender or any of its officers, employees, agents or advisers.

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2. NO DISCHARGE

- 2.1.1 The Lenders' decision shall be final and binding on the Guarantors in respect of all matters concerning the Guaranteed Amounts and this Personal Guarantee. Neither the obligations of the Guarantors contained herein, nor any other rights, powers and remedies conferred in respect of the Guarantors upon the Lender shall be adversely affected as to their enforceability.
- 2.1.2 The obligations of the Guarantor under this Personal Guarantee will not be affected by any amendment, novation, supplement, extension or variation in the terms of the Facility or any time, any composition or compounding, or forgiveness or other indulgence granted to the Borrower or any other person in relation to the Facility.
- 2.1.3 The Guarantor will not be released by any act or omission on the part of the Lender or by any other matter or thing whatsoever which under the law relating to sureties would have the effect of releasing the Guarantor, and the Guarantor hereby waives in favour of the Lender, so far as may be necessary to give effect to any of the provisions of this Personal Guarantee, all the suretyship and other rights which the Guarantor might otherwise be entitled to enforce. The Guarantor shall not be entitled to the right conferred on sureties notwithstanding anything contained in Sections 133, 134, 135, 139 and 141 of the Indian Contract Act, 1872.
- 2.1.4 Until the discharge of all of the Borrower's obligations under the Financing Documents to the satisfaction of the Lender, the Guarantor agrees that (i) in the event of insolvency or liquidation of the Borrower, it will not prove in liquidation proceedings in competition with the Lender; (ii) it will not have a right of subrogation or indemnity against the Borrower, nor will it exercise any such rights available under law, to claim any sum relating to the Guaranteed Obligations from the Borrower, including those of subrogation and of proof in the Borrower's insolvency, and will hold the benefit of any such rights on trust for the Lender; and (iii) it will not receive, claim or have the benefit of any payment, distribution or security from or on account of the Borrower, or exercise any right of set-off as against the Borrower.
- 2.1.5 The obligations of the Guarantor under this Personal Guarantee will not be affected by any act, omission or thing (whether or not known to the Guarantor or the Lender) which, but for this provision, would reduce, release or prejudice any of its obligations under this Personal Guarantee. These include:
- (a) any time, waiver or consent granted to, or composition with, the Borrower or other person;
 - (b) the release of the Borrower or any other person under the terms of any composition or arrangement with any creditor;
 - (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Borrower or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realize the full value of any security;
 - (d) any incapacity or lack of power, authority or status of the Borrower(s) or any other person;
 - (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of any Financing Documents or any other document or security;
 - (f) any unenforceability, illegality or invalidity of any obligation of any person under any Financing Documents or any other document or security;

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- (g) any bankruptcy, lunacy, insolvency or death of the Guarantor or insolvency of the Borrower under the Insolvency and Bankruptcy Code, 2016 and its related regulations as may be amended from time to time, as the case may be;
- (h) any change in the constitution or winding up of the Borrower or any absorption, merger or amalgamation of the Borrower with any other company, corporation or concern, or any change in constitution of the Lender;
- (i) any change in the management of the Borrower or takeover of the management of the Borrower;
- (j) acquisition or nationalization of the Borrower and/or of any of its undertaking(s) pursuant to any law;
- (k) the absence or deficiency of borrowing powers on the part of the Borrower or any irregularity in the exercise of such powers;
- (l) any change in the situation or status of the Lender;
- (m) the absence or deficiency of powers on the part of the Guarantor to give the guarantees and/or indemnities or any irregularity in the exercise of such power;
- (n) any revocation of this Personal Guarantee by the Guarantor during the subsistence of the Facility Agreement;
- (o) any other act, event or omission which but for this provision would or might operate to impair, discharge or otherwise affect the obligations of the Guarantor hereunder;
- (p) any payments made or settled by the Borrower with the Lender; or
- (q) Any insolvency or similar proceedings.

3. REPRESENTATIONS WARRANTIES & COVENANTS

- 3.1 Guarantors hereby represent and warrant to the Lender and undertakes during the subsistence of this Personal Guarantee that:
- i. the Guarantors has and will continue to have the necessary powers to enable the Guarantors to enter into and perform the Guarantor's obligations under this Personal Guarantee;
 - ii. the execution, delivery and performance of this Personal Guarantee and the other loan Facility to which the Guarantors are party will not conflict with (a) any agreement binding on him/her or any of his/her assets or (b) any applicable laws, rules or regulations;
 - iii. the Guarantors shall not give any guarantees or indemnities (except as required under any of the credit Facility) to or for the benefit of any person or otherwise voluntarily assume any liability, whether actual or contingent, in respect of any obligation of any person without the prior written consent of the Lender;
 - iv. The Guarantors have signed and executed the present Personal Guarantee with their absolute free will and without any coercion/undue influence/pressure etc. Further, the Guarantors states that he/she has not been paid any consideration/ compensation, either directly or indirectly, for the signing / execution of this Personal Guarantee;

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- v. The Guarantor undertakes that no substantial change will be made to the nature of his/ her business/employment from that carried on at the date of this Personal Guarantee or cease to carry on his/her business/ employment until the discharge of all of the Borrower's obligations under the Financing Documents to the satisfaction of the Lender.
- vi. The Guarantor/s listed in Schedule I hereby represent and warrant that I/We am/are actively involved in the day-to-day business operations of the Borrower.
- 3.2 The Guarantor hereby confirms to and undertakes and covenants with the Lender on continuing basis that the Guarantors hereby agrees to indemnify the Lender against any losses, damages, costs, claims and expenses whatsoever which the Lender may suffer, pay or incur as a result of breach of any of the representations / warranties / undertakings / covenants set out in this Personal Guarantee.
- 3.3 It is further expressly agreed that in case the Guarantee cannot be enforced or becomes unenforceable at law for any reason whatsoever, the Guarantee given hereunder may be enforced as an indemnity against the Guarantor and he/she agree(s) and undertake(s) to indemnify and reimburse to the Lender any loss, damages, costs and other charges which the Lender may have to recover and realize from the Borrower.
- 3.4 The Guarantor hereby acknowledges that he/she has read and understood all the provisions of the Facility Agreement, Sanction Letter, KFS and other associated Financing Documents and any hereby further confirms that he/she agrees and confirms to any revision or amendment thereto

4. PENAL CHARGES

In the event of the Guarantors' failure to pay to the Lender the Guaranteed Amounts within 7 days as on demand being made by the Lender, the Guarantors shall be liable to pay the Guaranteed Amounts or such other rate as the Lender may in its absolute discretion stipulate on the Guaranteed Amounts forming the subject matter of such demand, from the date of first demand till payment by the Guarantor.

5. INDEMNITY IN RESPECT OF GUARANTEE

The Guarantors hereby indemnifies the Lender and agrees to keep the Lender indemnified and save harmless at all times while the Facility is outstanding, due and payable by the Borrower, against all actions, proceedings, claims and demands, duties, penalties, taxes, losses, damages, cost (including legal costs) charges and expenses and other liabilities whatsoever claimed against or sustained or incurred by the Lender by reason of having granted the Facility to the Borrower including legal proceedings taken against the Borrower and/or the Guarantor for recovery of the monies due under the Financing Documents.

6. TERMINATION

This Personal Guarantee shall remain in full force and effect until the Borrower is fully discharged by the Lender of all the liabilities under the Facility and until the Borrower has got the discharge confirmed in writing by the Lender.

7. CONTINUING GUARANTEE

This Personal Guarantee shall be a continuing guarantee and be applicable to the ultimate balance that may become due to the Lender the Borrower under the Facility.

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8. MANNER OF DEMAND

Any demand made under this Personal Guarantee shall be deemed to have been duly given to the Guarantors by the Lender, by sending the same substantially in the form of the Demand Notice by post, addressed to the Guarantor at the Guarantors; address set forth above and shall be effectual notwithstanding: (i) any change in this address; and (ii) notice of such change in address being provided to the Lender. Any demand shall be deemed to have been received by the Guarantors 24 (twenty-four) hours after it has been dispatched by post and shall be sufficient if signed by any officer of the Lender. Any demand given or made by the Lender to the Guarantor will be conclusive evidence that the Guarantor's liability hereunder has accrued and that the extent of the Guarantor's liability is the amount stated in such demand.

Any admission or acknowledgement in writing given by the Borrower pursuant to or in relation to any amounts due under the Facility Agreement and/or the Financing Documents will be binding on the Guarantor. The Guarantor accepts the correctness of any statement of account served on the Borrower which is certified by the Lender and the same shall be binding and conclusive as against the Guarantor and the Guarantor further agrees that in making an acknowledgement or making a payment the Borrower shall be treated as the authorized agent of the Guarantor for the purpose of Indian Limitation Act, 1963.

9. ASSIGNMENT

The Guarantors irrevocably and unconditionally agrees that Guarantors shall not assign or transfer any of his / her rights or obligations under this Personal Guarantee except with the prior written permission of the Lender. The Lender shall have a right to sell or transfer (by way of assignment, securitisation or otherwise), subject to the terms of the co-lending framework agreement, the whole or part of the Facility and outstanding amounts under the Facility or any other rights and obligations of the Lender under the Financing Documents including this Personal Guarantee in such manner or under or under such terms and conditions as the Lender may decide in their discretion without reference to or intimation to the Guarantor. The Guarantor expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Facility is sold or transferred as the Lender and to fulfil its obligations under this Personal Guarantee and all other Financing Documents to which the Guarantor is a party.

10. INVALIDITY OF ANY PROVISION

If any provision of this Personal Guarantee is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

11. COUNTERPARTS

This Personal Guarantee may be executed in any number of counterparts, all of which taken together will constitute one and the same instrument.

12. POWER TO VARY

The Guarantors hereby agrees that, without the concurrence of the Guarantor and without impairing or discharging in any way the Guarantor's obligations hereunder or incurring liability to the Guarantor, the Lender may at any time without the consent of or notice to the Guarantor:

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- (a) exercise or refrain from exercising any rights against any Security Provider or any other party;
- (b) settle, release or compromise any of the Guaranteed Obligations, any security therewith or any liability (including under this Personal Guarantee) incurred directly or indirectly in respect thereof or hereof;
- (c) vary, alter, waive, release or modify any and all the provisions of the Financing Documents including, without limitation, any modification, variation, waiver, release or amendment of the Financing Documents to which the Guarantor is not a party which increases the aggregate principal amount of, or interest rate on, the Facility or the amount of principal or interest scheduled to be paid in accordance with the Facility Agreement, as the case may be; and
- (d) defer, postpone or revise the repayment of the Facility and/or payment of interest, Penal Charges and other monies/ charges payable by the Borrower to the Lender on such terms and conditions as may be considered necessary by the Lender including any increase in the rate of interest.

The Guarantor agrees that the liability under this Personal Guarantee shall, in no manner be affected by any such variations, alterations, modifications, waiver, dispensation with or release of security, and that no further consent of the Guarantor is required for giving effect to any such variation alteration, modification, waiver, dispensation with, or release of security. The Guarantor confirms that such variation is binding on the guarantor on communication of the varied terms to the Borrower.

13. DISCLOSURE

The Lender may disclose any information about the Guarantor and the Guarantee as the Lender may consider appropriate to:

- (a) any affiliate of the Lender;
- (b) professional advisers and service providers of the Lender or any affiliate of the Lender who is under a duty of confidentiality to the Lender or affiliate of the Lender;
- (c) any actual or potential participant or sub-participant or any assignee, novatee or transferee (or agent or advisor of any of the foregoing), in relation to the Lender's rights and/or obligations under the Financing Documents or any other document between the Company or any other Security Provider and the Lender;
- (d) any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to, the Lender or any affiliate of the Lender; or
- (e) any court, tribunal, regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Lender or any affiliate of the Lender.

14. FEES AND EXPENSES

The Guarantors shall reimburse the Lender for all costs, charges and expenses losses or damages incurred or suffered by the Lender relating to this Personal Guarantee (including, the preparation of, negotiation, modification(s) and/or enforcement) and any related and/or incidental documents.

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15. DISPUTE RESOLUTION

- 15.1 The Parties agree and acknowledge that in case of any dispute or difference arising out of or in connection with this Personal Guarantee whether during its subsistence or thereafter between the parties including any dispute or difference relating to the interpretation of the Personal Guarantee or any clause thereof shall be settled by in accordance with the provisions of The Arbitration and Conciliation Act, 1996, or any statutory modifications thereof and shall be referred to a sole arbitrator (“**Arbitrator**”) to be appointed mutually by the Parties. The venue for conducting arbitration proceedings shall be Mumbai, Chennai or Kolkata or such other place as per Lender’s discretion.
- 15.2 In the event of death, refusal, negligence, inability, incapability of the person so appointed to act as the Arbitrator, another arbitrator shall be appointed by the Lender to act as the Arbitrator, and the proceedings shall continue from where the predecessor has left.

16. GOVERNING LAW & JURISDICTION

This Personal Guarantee and all documents executed under / in relation to this Personal Guarantee shall be governed by and construed in accordance with the laws of India. Any disputes arising under / in relation to this Personal Guarantee shall be subject to the exclusive jurisdiction of the Courts at Mumbai, Chennai, Kolkata or such other courts as per Lender’s discretion.

17. DECLARATION & CONSENT

- 17.1 KYC declaration - The Borrower(s) and Guarantor(s) hereby declare and undertake as is more particularly set out under Schedule V A and Schedule V B of this Deed.
- 17.2 The Guarantor hereby grants unconditional consent to the Lender to obtain his/her/their credit information from the Credit Information Companies (CICs) and to pull his/her/their KYC records from CKYC/ DigiLocker etc. for conducting an internal and regulatory assessments for processing the Facility. Further, by signing this Personal Guarantee the Guarantor acknowledges and accept the privacy policy of the Lender available at <https://epimoney.in/privacy-policy.php>.

Where the authorized signatory of the Borrower and the Guarantor is the same individual, a single signature by such an authorized signatory shall suffice for the execution of this Agreement on behalf of both the Borrower and the Guarantor.

IN WITNESS WHEREOF, this Personal Guarantee has been duly executed and delivered by the withinnamed Guarantors as of the day and year first above written, and the signatures are appearing at the bottom of this page.

**SIGNED AND DELIVERED by the within
named Guarantor**

**SIGNED AND DELIVERED by the within
named Borrower**

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SCHEDULE V A

KYC DECLARATION (Borrower(s))

The Borrower(s) hereinafter defined, do hereby jointly and severally declare (as may be applicable) and confirm that the Borrowers' name and date of birth, also mentioned in officially valid document (hereinafter "OVD" and includes AADHAAR) is same as below:

	Name	Date of Birth as per PAN
"Borrower 1", which expression shall, unless it is repugnant to the subject or context thereof, include his/ her legal heirs, Executors, and administrators	[•]	[•]
"Borrower 2", which expression shall, unless it is repugnant to the subject or context thereof, include his/ her legal heirs, Executors, and administrators	[•]	[•]
"Borrower 3", which expression shall, unless it is repugnant to the subject or context thereof, include his/ her legal heirs, Executors, and administrators	[•]	[•]
"Borrower 4", which expression shall, unless it is repugnant to the subject or context thereof, include his/ her legal heirs, Executors, and administrators	[•]	[•]
"Borrower 5", which expression shall, unless it is repugnant to the subject or context thereof, include his/ her legal heirs, Executors, and administrators	[•]	[•]

I/ We acknowledge that submission of OVDs is required by the Reserve Bank of India and are to be provided to the Lender for the purpose of verification of my identity, credentials, and eligibility for sanction/ grant of credit facility, in addition to submission of PAN. I/We acknowledge that for my/our application to be considered for grant of any credit facility by the Lender, I/ We am/are mandated to provide my/our PAN.

I/We declare and confirm that both the documentary proofs (OVD and PAN) mentioned above were issued to me/us. I/ We understand that I shall be responsible for the information provided by me/ us and in case of any discrepancy in the above-mentioned information the same shall be informed to the Lender immediately.

I/ We shall indemnify the Lender against any losses/damages suffered or claims raised against the Lender if any information provided by m/us under the OVDs or PAN or otherwise is found to be fraudulent. I/ We understand that in such an event the loan sanctioned/granted to me/us shall stand revoked/cancelled.

Thank you.
Yours faithfully,
[•][•]

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SCHEDULE V B

KYC DECLARATION (Guarantor(s))

The Guarantor(s) hereinafter defined, do hereby jointly and severally declare (as may be applicable) and confirm that the Guarantors' name and date of birth, also mentioned in officially valid document (hereinafter "OVD" and includes AADHAAR) is same as below:

	Name	Date of Birth as per PAN
"Guarantor 1", which expression shall, unless it is repugnant to the subject or context thereof, include his/ her legal heirs, Executors, and administrators	[•]	[•]
"Guarantor 2", which expression shall, unless it is repugnant to the subject or context thereof, include his/ her legal heirs, Executors, and administrators	[•]	[•]
"Guarantor 3", which expression shall, unless it is repugnant to the subject or context thereof, include his/ her legal heirs, Executors, and administrators	[•]	[•]
"Guarantor 4", which expression shall, unless it is repugnant to the subject or context thereof, include his/ her legal heirs, Executors, and administrators	[•]	[•]
"Guarantor 5", which expression shall, unless it is repugnant to the subject or context thereof, include his/ her legal heirs, Executors, and administrators	[•]	[•]

I/ We acknowledge that submission of OVDs is required by the Reserve Bank of India and are to be provided to the Lender for the purpose of verification of my identity, credentials, and eligibility for sanction/ grant of credit facility, in addition to submission of PAN. I/We acknowledge that for my/our application to be considered for grant of any credit facility by the Lender, I/ We am/are mandated to provide my/our PAN.

I/We declare and confirm that both the documentary proofs (OVD and PAN) mentioned above were issued to me/us. I/ We understand that I shall be responsible for the information provided by me/ us and in case of any discrepancy in the above-mentioned information the same shall be informed to the Lender immediately.

I/ We shall indemnify the Lender against any losses/damages suffered or claims raised against the Lender if any information provided by m/us under the OVDs or PAN or otherwise is found to be fraudulent. I/ We understand that in such an event the loan sanctioned/granted to me/us shall stand revoked/cancelled.

Thank you.
Yours faithfully,
[•][•]

EPIMONEY PRIVATE LIMITED

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SCHEDULE V C

DECLARATION BY THE BORROWER

1. I hereby declare that I can read and understand English and accordingly confirm that I have read and understood the contents/ terms & conditions and nature of the application form(s), Loan Agreements, all other agreement(s), undertaking(s), declaration(s), deed(s), memorandum(s) etc. {hereinafter collectively referred to as "Financing Documents"}
2. I hereby confirm and declare that I have affixed my signature on the Loan Documents after understanding the terms and conditions of all the Loan Documents and its implications on my interests.
3. I further confirm and declare that I have executed this declaration without any undue influence, coercion, misrepresentation or fraud and I have given this declaration with my free consent and will.

Signature of the Borrower

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SCHEDULE V E

END USE DECLARATION

To,
Epimoney Private Limited,
7th Floor, South Annexe, Tower 2,
One World Centre, 841, Senapati Bapat Marg,
Elphinstone, Saidham Nagar, Lower Parel,
Mumbai-400013 Maharashtra, India.

Subject: End Use Declaration for Facility.

The Borrower hereby solemnly affirms and declares that:

- i. The Facility proceeds shall be utilized strictly for the Purpose for which the Facility is sanctioned.
- ii. The said Facility amount will not be used for investments in real estate or capital markets or money lending activities or illegal, speculative and antisocial activity or any purposes not permitted by Applicable Laws or any purposes for which NBFCs are not allowed to provide financial assistance.
- iii. All supporting documents (invoices, contracts, payment proofs, etc.) will be maintained and furnished upon request.
- iv. The Borrower confirms compliance with all terms and conditions stipulated in the Facility Documents.

I/We understand that any misrepresentation may result in recall of the Facility and/or legal action by the Lender in its sole discretion.

This declaration is made voluntarily and in good faith.

For Borrower,

Authorized Signatory

EPIMONEY PRIVATE LIMITED

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SCHEDULE V F

E&S Undertaking

The Borrower hereby represents, warrants, and undertakes that, throughout the term of this Agreement and for so long as any obligations remain outstanding under this Agreement:

The Borrower further confirms and undertakes that:

1. The Borrower has complied with necessary compliances (as maybe applicable):
 - Factory License,
 - Consent to Operate
 - Shops and Establishment License
 - GST certificate
2. The Borrower is compliant with below (as maybe applicable)
 - Insurance (Employees' State Insurance Act, 1948 applicable to borrowers employing 10 or more employees/workers)
 - Provident Fund (Employees' Provident Funds (EPF) and Miscellaneous Provisions Act applicable to borrowers employing 20 or more employees/workers)
3. He/She/They are compliant with payment of minimum wages act, as applicable
4. He/She/They do not employ / contract child or forced labour.

For Borrower,

Authorised Signatory

EPIMONEY PRIVATE LIMITED

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Schedule VI (Co-lending Covenants¹)

1.1 Co-Lending:

- (a) I understand and acknowledge that the Lender has entered into a co-lending arrangement with certain banks eligible under co-lending guidelines notified by RBI vide notification dated November 05, 2020 titled 'Co-Lending by Banks and NBFCs to Priority Sector' ("**Co-Lending Guidelines**"). The features of the co-lending arrangements and the roles and responsibilities of [the Partner NBFC i.e. the Lender] and co-lending banks under such co-lending arrangements are as set out under this Schedule. I further understand that pursuant to the co-lending arrangement, the aforementioned co-lending banks ("**Bank**" / "**Co-Lending Bank**") can exercise their option to participate in the Facility and become a co-lender along with the Lender to the extent of the funding ratio as mutually agreed upon both parties and as specified in the master agreement ("**Bank Contribution**"). I understand and confirm that such part of the Facility will be assigned to the Bank ("**Bank's Participation**") absolutely and forever, to the end and intent that the Bank shall be deemed to be the full and absolute owner of the Bank's Participation and as such legally and beneficially entitled to all such portion of the Facility, free from all encumbrances. Further, I agree and confirm that upon transfer by the Bank of the Bank Contribution to the Lender (Partner NBFC), the terms of the Facility will be deemed to be assigned in such a manner that Bank will become a co-lender of the Facility and will be deemed to have executed this document as a co-lender along with the Lender.
- (b) I understand and acknowledge that, in case, this Facility is subject to the co-lending arrangement entered into by the Lender with a Bank, in addition to the terms set out under the main body and other sections of the Financing Documents, the additional terms set out under this Schedule herein shall also become applicable to such Facility and I have carefully read and understood the same. I further agree that in the event of inconsistency between the terms set out under the main body and other sections of the Financing Documents and the additional terms set out under the Schedule herein, the terms set out under the under the Schedule herein shall prevail to the extent of such inconsistency.

1.2 KYC clause

I understand and agree that for facilitating the co-lending arrangement as above, the Know Your Customer (KYC) and related details are required to be shared with the Bank. By signing this document, I hereby provide my consent to the Lender for sharing such information with the Bank being a participant to this co-lending arrangement. Further I hereby consent to the Lender and the Bank to disclose any information or data related to the Facility and my personal KYC information to the Credit Information Bureau (India) Limited and / or any other agency authorized by the Reserve Bank of India, Central KYC Registry or any other competent authority. I understand, agree and am aware that such agencies may use or share such information as they deem fit and proper.

¹ This is an indicative schedule, the terms set out in this schedule may be modified to further reflect the nuances of the predetermined arrangement between the Bank and the Partner NBFC.

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1.3 FATCA

I understand, agree and hereby confirm that I am a citizen and permanent resident of India and subject to the tax regime of India.

1.4 Grievance Redressal

The Borrower may register a complaint with the Lender with respect to the Facility, at myaccount@flexiloans.com or at customer care number of the Lender which is 022 - 68219595 from Monday to Saturday except National Holidays between 10:00 am to 7:00 pm or by filing a direct written complaint addressed to concerned officer. The Lender shall within 30 (Thirty) days, resolve the complaint, failing which the Borrower would have the option to escalate the same with the concerned Banking Ombudsman/Ombudsman for NBFCs or the Customer Education and Protection Cell (CEPC) in RBI.

The features, roles and responsibilities and other terms and conditions of the co-lending arrangement:

1. Bank Contribution

- a. As per co-lending arrangement, if the Facility availed by the Borrower meets the selection criteria of the relevant Co-Lending Bank, and if it is accepted by the Co-Lending Bank, the Co-Lending Bank will make available such portion of the Facility monies as per the Bank Contribution and part of the Facility will be assigned /novated by/ transferred to the Co-Lending Bank.

Upon transfer of the Bank Contribution by the Co-Lending Bank, all the right, title and interest of the Lender in the Facility, shall stand transferred to the Co-Lending Bank (to the extent it is entitled to pursuant to the transfer of Bank Contribution) absolutely and forever, to the end.

- b. Further, the terms of the Facility will be deemed to be novated/ assigned in such a manner that Co-Lending Bank will become a co-lender of the Facility and will be deemed to have executed the Financing Documents (to which the Lender is a party) as a co-lender along with the Lender and all the references under the Financing Documents to the Lender of the Facility shall be deemed to mean and include both Lender and such Co-Lending Bank.

2. Roles, responsibilities and covenants of the Co-Lending Bank and Lender

- a. The Lender shall continue to be single point of interface for the Borrower, irrespective of a portion of the Facility being novated by/ assigned to/ transferred to the corresponding Co-Lending Bank under the co-lending arrangements.
- b. The Lender shall inter-alia have the following roles and responsibilities:
 - i. Collection of the receivables and repayment amounts against the Facility from the Borrower on behalf of itself and the Co-Lending Bank;
 - ii. Collection of all enforcement proceeds from the Borrower on behalf of itself and the Co-Lending Bank; and
 - iii. Maintenance of details and accounts of the Borrower.
- c. The Lender and the Co-Lending Bank have agreed to adhere to a standard operating procedure mutually framed by the Lender and the Co-Lending Bank which shall be

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monitored and reviewed as and when desired by the Lender and the Co-Lending Bank with mutual agreement.

- d. The Co-Lending Bank and the Lender have confirmed that they shall follow the co-lending model set out under the Co-Lending Guidelines, as amended from time to time, in all respects in relation to the Loan.
- e. The Bank will also maintain a Borrower account. However, all the collection and recovery of the amounts due from the Borrower in relation to the Facility and all such acts and performances in relation to the servicing and recovery of Facility will be undertaken by the Lender therefore all the payments to be made by the Borrower, in relation to the Facility shall be made to the Lender only, unless otherwise intimated by the Lender.

3. Business Continuity Plan

The Co-Lending Bank and Lender have formulated a business continuity plan to ensure uninterrupted service to the Borrower till repayment of the Facility in the event the co-lending arrangement is terminated.

4. Borrower's declarations

- a. The Borrower understands and is aware that in case the Facility is under the co-lending arrangement, the account in which the amounts towards repayment are to be charged/ deposited, may change and the escrow account together with co-lending institution may be the designated account for depositing the amounts towards repayment. The Borrower hereby authorises the Lender to issue necessary instructions and change the details of the recipient account in my standing instructions like e-NACH, NACH or any other electronic mode of payment.
- b. The Borrower has read, verified, understood and irrevocably agreed to the terms and conditions of the Financing Documents and other related documents (if any), including but not limited to the procedure and guidelines applicable to the co-lending arrangements.
- c. The Borrower agrees that the co-lending arrangements entered/to be entered between the Lender and the Co-Lending Bank shall be irrevocable and binding on the Borrower and the Borrower shall not raise any objection, for the reason whatsoever, to the terms of the Financing Documents and the co-lending arrangement.
- d. The Borrower further understands and acknowledges that for processing, collection and servicing of the Facility provided/ to be provided to the Borrower, the Lender may collect fresh NACH mandates, and auto debit instructions in favour of the Lender or Co-Lending Bank towards payment/ repayment/ foreclosure of the Facility. The Borrower agrees and understands that the Lender may also shift the NACH mandate/ auto debit instructions, made out in favour of the Lender, in favour of the Co-Lending Bank towards payment/ repayment/ foreclosure of the Facility availed.
- e. The Borrower to furnish a declaration to the Co-Lending Bank to the effect that,
 - (i) (i) (where the Borrower is an individual) he is not a director or specified near relation of a director of a Bank or a banking company;

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(ii) (where the Borrower is a partnership firm) none of the partners is a director or specified near relation of a director of a banking company; and
(iii) (where the Borrower is a joint stock company) none of its directors, is a director or specified near relation of a director of a banking company.

- (ii) The declaration should also give details of the relationship of the Borrower to the director of the Co-lending Bank.
- (iii) Further, in order to ensure compliance with the instructions, Co-lending Bank should forthwith recall the Facility when it transpires that the Borrower has given a false declaration (above).

5. Miscellaneous

- a. The Lender shall continue to perform its obligation under the Financing Documents on behalf of itself and the Co-Lending Bank.
- b. As per the co-lending arrangement, the Lenders shall make available to the Co-lending Bank, any information received by it, on a request by the Co-lending Bank pertaining to the Facility and/or the operation or financial conditions or business of the Borrower.
- c. The Borrower shall be charged an all-inclusive rate of interest, on the Facility as mutually agreed upon between the Lender and the Co-lending Bank, in accordance with the Co-Lending Guidelines and other applicable laws.

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Schedule VII
Key Facts Statement (KFS)
Annex A
Part 1 (Interest rate and fees/charges)

1	Loan proposal/ account No.	[]	Type of Loan	Term Loan (Non-MITC)				
2	Sanctioned Loan amount (in Rupees)	[] /-						
3	Disbursal schedule (i) Disbursement in stages or 100% upfront (ii) If it is stage wise, mention the clause of loan agreement having relevant details	100% upfront						
4	Loan term (year/months/days)	[] months						
5	Installment details							
	Type of installments	Number of EPIs ¹	EPI (₹)	Commencement of repayment, post sanction				
	Monthly	[]	Rs. [] /-	[]				
6	Interest rate (%) and type (fixed/flat or floating/reducing or hybrid)	[] % Flat						
7	Additional Information in case of Floating rate of interest							
	Reference Benchmark	Benchmark rate (%) (B)	Spread (%) (S)	Final rate (%) R = (B) + (S)	Reset periodicity (Months) ²	Impact of change in the reference benchmark (for 25 bps change in 'R', change in:) ³		
					B	S	EPI (₹)	No. of EPIs
	NA	NA	NA	NA	NA	NA	NA	NA
8	Fee/ Charges ⁴							
	Payable to the RE (A)			Payable to a third party through RE (B)				
		One-time/ Recurring	Amount (in ₹) or Percentage (%) as applicable ⁵	One-time/Recurring	Amount (in ₹) or Percentage (%) as applicable ⁵			
(i)	Total Processing fees (including applicable taxes)	One-time	[]	NA	NA			

¹ EPI(s) are also called as EMI(s)

² Fixed reset, other than on account of changes in credit profile

³ Please refer circular 'Reset of Floating Interest Rate on Equated Monthly Instalments (EMI) based Personal Loans' dated August 18, 2023

⁴ REs may disclose the amount net of any taxes such as GST

⁵ Mention frequency, where recurring

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(i)(a)	Annualised Processing Fees⁶ (including applicable taxes)	Recurring	<input type="checkbox"/>	NA	NA
(i)(b)	Upfront Processing Fees (including applicable taxes)	One-time	<input type="checkbox"/>	NA	NA
(ii)	Insurance charges (if any)	NA	NA	One-time	<input type="checkbox"/>
(iii)	Charges towards Credit Health Report (if any) (Inclusive of Taxes)	One-time	<input type="checkbox"/>	One-time	<input type="checkbox"/>
(iv)	Charges towards Health and Wellness Package (if any) (Inclusive of Taxes)	One-time	<input type="checkbox"/>	One-time	<input type="checkbox"/>
(v)	Valuation fees	NA	NA	NA	NA
(vi)	Stamp Duty Charges	NA	NA	One-time	<input type="checkbox"/>
(vii)	Documentation Charges (inclusive of applicable taxes)	One-time	<input type="checkbox"/>	NA	NA
Total Amount (Sum of i to vii)		-	INR <input type="checkbox"/>	-	INR <input type="checkbox"/>
9	Annual Percentage Rate (APR) (%)⁷	<input type="checkbox"/> %			
10	Details of Contingent Charges (in ₹ or %, as applicable)				
(i)	Penal charges, if any, in case of delayed payment	Upto 36% p.a. applied on the EMI/s overdue amount/s for the prorate tenor of days in default			
(ii)	Cheque bounce charges, per instance	Upto INR 900/-			
(iii)	Late Payment Collections Charges, per instance	Upto INR 1000 for loans <10 Lakhs Upto INR 1500 for loans >=10 Lakhs Upto INR 2000/- for loans >= 15 Lakhs payable after 3 days of the Due Date for initiating collection proceedings			
(iv)	Foreclosure charges, if applicable (Plus, applicable taxes payable on the Principal Outstanding amount that is proposed to be foreclosed before the expiry of the Due Date)	5% of principal loan outstanding amount			

⁶ Annualised Processing Fees shall be levied on an annual basis till the tenure of the Facility as opted by the Borrower.

⁷ Annual Percentage Rate (APR) in point 9 above is exclusive of statutory dues like taxes and stamp duty. Please refer to the illustration in Annex B

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(v)	NACH / Instruments Activation Fees (including applicable taxes)	INR 590/-
(vi)	Priority Credit Program Fees⁸ (plus applicable taxes)	INR [●]
(vii)	Bank Account Swap Charges (per instance) (plus applicable taxes)	Upto INR 1000/-
(viii)	Mandate Maintenance Charges (plus applicable taxes)	Upto INR 1000/- per month until re-activation
(ix)	Legal Charges (plus applicable taxes)	At Actual
(x)	Other Penal charges	NA

Part 2 (Other qualitative information)

1	Clause of Loan Agreement relating to engagement of recovery agents	Appointment of recovery agents: Lender shall undertake peaceful and lawful recovery of the outstanding dues owed by the Borrower and shall outsource the same to an agent on behalf of the Lender. An updated list of such recovery agents is easily accessible at: https://flexiloans.com/regulatory Said clause can be referred as clause 18.10 of the Loan Agreement
2	Clause of Loan Agreement which details grievance redressal mechanism	Rights of Borrower: The Borrower, in case of any grievance or queries in regard to the Facility or Lender, may contact the concerned authorities as mentioned in the:

⁸ Priority Credit Program Fees shall be levied in transactions backed by government scheme like CGTMSE

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		Grievance Redressal Mechanism: https://flexiloans.com/grievance-redressal-mechanism on the Lender's website Said clause can be referred as clause 18.9 of the Loan Agreement
3	Phone number and email id of the nodal grievance redressal officer	Name: Ms. Pranaali Sawant Phone: 8879758863 Email: nodal.grievance@epimoney.com
4	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)	Yes
5	In case of lending under collaboration lending agreement (e.g., co-lending/outsourcing), following additional details may be furnished:	
	Name of the origination RE, along with its funding proportion	Name of the partner RE along with its proportion of funding
	Epimoney Private Limited	Partner RE
		Blended rate of interest As mentioned in Annexure A Part 1 Point 6 hereinabove.
6	In case of digital loans, following specific disclosures may be furnished ⁹ :	
(i)	Cooling off/look-up period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on repayment of loan (Note: Charges as captured under (8) (i), (8) (iii) and (8) (viii) in this KFS, are non-refundable during the Tenor of the Facility, including Cooling Off Period. Cooling off period shall commence from the date of acceptance of the Facility Agreement.)	3 days
(ii)	Details of LSP acting as recovery agent and authorized to approach the borrower	None

Annex B

Illustration for computation of APR for Retail and MSME loans

Sr. No.	Parameter	Details
1	Sanctioned Loan Amount (in Rupees) (Sl no. 2 of KFS template – Part 1)	Rs. [] /-
2	Loan Term (in years/ month/ days) (Sl no. 4 of KFS template – Part 1)	24
a)	No. of installments for payment of principal, in case of non-equated periodic loans	NA

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b)	Type of EPI Amount of each EPI (in Rupees) and Nos. of EPIs (e.g., no. of EMIs in case of monthly installments) (SI No. 5 of the KFS template – Part 1)	Monthly Rs [] /- 24
c)	No. of installments for payment of capitalised interest, if any	NA
d)	Commencement of repayments, post sanction (SI No. 5 of the KFS template – Part 1)	[]
3	Interest rate type (fixed/flat or floating/reducing or hybrid) (SI No. 6 of the KFS template – Part 1)	Flat
4	Rate of Interest (SI No. 6 of the KFS template – Part 1)	[] %
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees)	Rs. [] /-
6	Fee/ Charges payable (in Rupees) ⁹	Rs. [] /-
A	Payable to the RE (SI No.8A of the KFS template-Part 1)	Rs. [] /-
B	Payable to third-party routed through RE (SI No.8B of the KFS template – Part 1)	Rs. [] /-
7	Net disbursed amount (1-6) (in Rupees)	Rs. [] /-
8	Total amount to be paid by the borrower (sum of 1 and 5) (in Rupees) ¹⁰	Rs. [] /-
9	Annual Percentage rate- Effective annualized interest rate (in percentage) (SI No.9 of the KFS template-Part 1) ¹¹	[] %
10	Schedule of disbursement as per terms and conditions	One time and upfront.
11	Due date of payment of installment and interest ¹²	4 th of the next month or 4 th of the next to next month from the date of disbursement.

⁹Where such charges cannot be determined prior to sanction, REs may indicate an upper ceiling

¹⁰The difference in repayment amount calculated from the total of instalments given under the detailed repayment schedule i.e., ₹ [] (= [] * 24) vis-à-vis the amount of ₹ [] (₹ [] (loan amount) * ₹ [] (Interest charges) mentioned under (8) is due to rounding off the instalment amount of ₹ [] to ₹ [] under the detailed Repayment Schedule

¹¹ Computed on net disbursed amount using IRR approach and reducing balance method.

¹² Instalment start date will be computed as follows (illustration):

i) If the loan is disbursed on or prior to 15th October, with the EMI due date on the 4th of each month, the first installment will be due on the 4th November. For the first installment, there shall be no Pre-EMI Interest applicable, the interest in this case will be calculated from the disbursement date until the 3rd November.

ii) If the loan is disbursed on or post 16th October, with the EMI due date on the 4th of each month, the first installment will be due on the 4th December. In this case, the Pre-EMI Interest will be calculated from the disbursement date until the 3rd November (the EMI payment cycle start date) and shall be payable along with the first installment due on 4th December.

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SCHEDULE VIII

KFS Acknowledgement by the Borrower

1. I hereby declare that I can read and understand English and accordingly confirm and acknowledge the content, terms & conditions of the Key Facts Statement.
2. I hereby confirm and declare that I have consented the Key Facts Statement after understanding the terms, commercials mentioned in Annexure A and the calculations mentioned in Annexure B to the Key Facts Statement and its implications thereto.
3. I further confirm and declare that I have executed this acknowledgement without any undue influence, coercion, misrepresentation or fraud and I have given this acknowledgement with my free consent and will.

Signature of the Deponent

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Annexure I

Vernacular Summary of the Facility Agreement:

DISBURSEMENT

- Facility disbursement is subject to the Borrower's representations and warranties.
- Facility usage restricted to business purposes or as specified in the Sanction Letter/ Key Fact Statement; not allowed for immoral, illegal, or speculative purposes.
- Borrower must provide details and evidence of loan utilization upon request.
- Processing charges are non-refundable and deducted upfront from the Facility amount.
- Insurance products offered are optional, with premium deducted if available, and Lender are not responsible for the insurance terms.

INTEREST AND REPAYMENT

- Interest is calculated on the outstanding loan and as specified in the Key Fact Statement.
- Broken Period Interest (if any) shall be payable along with the first EMI Instalment only .
- Overdue payments accrue interest at the Penal Charges.
- EMI payments must be on time; overdue amounts may be immediately demanded.
- Interest rate revisions by the Lender are binding; Borrowers may prepay within 30 days of rate revision without penalty.
- Foreclosure of EMIs requires prior approval of Lender and may attract charges.
- All payments are subject to applicable taxes, duties, and levies.

MODE OF PAYMENT, REPAYMENT, AND FORECLOSURE

- Payments are made via National Automated Clearing House (NACH) or other electronic mandates.
- Borrower is responsible for maintaining sufficient funds in the bank account for NACH payments.
- Dishonoured NACH payments incur charges and constitute a criminal offense under specific laws.
- Borrower remains liable for timely EMI payments regardless of any disputes.

BORROWER'S COVENANTS, REPRESENTATIONS, AND WARRANTIES

- Borrower must:
 - Fulfill obligations under the financing documents.
 - Notify the Lender of litigations, adverse effects, address changes, and long-term stays abroad.
 - Comply with all applicable laws, including money laundering regulations.
 - Use the loan solely for the specified purpose.
- Borrower warrants the correctness of provided information and the absence of events jeopardizing repayment ability.

EVENTS OF DEFAULT

- Default events include:
 - Missed payments on the due date.
 - Breach of terms, fraud, or misrepresentation.
 - Utilization of the loan for unauthorized purposes.
 - Submission of forged documents or data.
 - Occurrence of events affecting repayment capability or asset seizure.

CONSEQUENCES OF DEFAULT

- Lender may:

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- Demand immediate repayment of outstanding amounts.
- Initiate legal or recovery proceedings.
- Take criminal action for misrepresentation or submission of forged documents.
- Borrower shall bear all legal costs and expenses resulting from defaults.

DISCLOSURES

- Lender may share Borrower's data with third parties, RBI, and Credit Information Companies.
- Borrower agrees not to hold Lender responsible for such disclosures.

ENGAGEMENT OF RECOVERY AGENTS

- Borrower may be contacted through calls, emails, letters, or personal visits for overdue payments.
- Recovery agents must adhere to a code of conduct, with visits limited to specific hours (8:00 am to 7:00 pm).
- Lender may appoint third-party agents for loan administration and recovery.

GRIEVANCE REDRESSAL MECHANISM

- Grievances can be addressed to the Designated Grievance Redressal Officer:
 - **Name:** Pranaali Sawant
 - **Address:** 6th Floor, South Annexe, Tower 2, One World Centre, 841, Senapati Bapat Marg, Elphinstone, Saidham Nagar, lower Parel, Mumbai-400013, Maharashtra India.
 - **Contact:** 8879758863 / nodal.grievance@epimoney.com
- Details and procedures are available on Epimoney Private Limited's website at <https://epimoney.in/grievance-redressal.php>.

GOVERNING LAW AND JURISDICTION

- Financing documents are governed by Indian law.
- Disputes are settled via arbitration as per the Arbitration and Conciliation Act, 1996.
- Arbitration location: Mumbai/Chennai/Kolkata or such other place as per Lender's discretion.
- Courts in Mumbai/Chennai/Kolkata or such other place as per Lender's discretion shall have exclusive jurisdiction for disputes.

ASSIGNMENT

- Borrower cannot transfer or assign obligations without Lender 's prior consent.
- Lender can transfer, assign, or securitize for its benefits and obligations without Borrower's consent.

INDEMNITY

- Borrower indemnifies Lender for losses or expenses due to non-compliance with terms or events of default.

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SCHEDULE IX

REPAYMENT SCHEDULE

Illustrative Repayment Schedule under Equated Periodic Instalment for the hypothetical loan illustrated in Annex B

Sr. No.	Outstanding Principal (in Rupees)	Principal (in Rupees)	Interest (in Rupees)	Instalment (in Rupees)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				

SIGNED AND DELIVERED by the within named Borrower

SIGNED AND DELIVERED by the within named Co-Borrower

SIGNED AND DELIVERED by the within named Lender