

TRIPARTITE AGREEMENT

THIS TRIPARTITE AGREEMENT (“**Agreement**”) made this ___ day of _____ 2025 (“**Effective Date**”).

BY AND BETWEEN

FINTREE FINANCE PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 2013 with corporate identification number U65923MH2015PTC264997 and having its registered office at 4th Floor, Engineering Centre, 9 Mathew Road, Opera House, Charni Road (East), Mumbai 400 004 (hereinafter called “**FFPL**” or “**the Lender**” which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the First Part;

AND

MALHOTRA AUTO, a sole proprietorship entity through its sole proprietor Mr. Gaurav Malhotra, bearing PAN AIZPM9203A, having its registered office at Ground Floor, House No.17 Block B, Block B, Pkt.1 Sector 17,Rohini, North West Delhi, Delhi,110085, (hereinafter referred to as the "Service Provider", which term shall, unless it be repugnant to the context or meaning hereof, be deemed to include and mean its successors and permitted assigns) of the Second Part;

AND

_____ a proprietorship firm, having GST
_____ and having its registered office at

(hereinafter called the “**Dealer**” which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the Third Part.

FFPL, the Service Provider and the Dealer shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A.** FFPL is a non-banking financial company registered with the RBI and is engaged in, *inter alia*, the business of providing financial assistance / credit facilities including but not limited to micro, small, medium enterprises and individuals.
- B.** The Service Provider is engaged in the business of providing financing solutions for the purchase and leasing of e-rickshaw.
- C.** The Dealer is engaged in the business of selling vehicles (hereinafter referred to as “E-Rick”).
- D.** The Parties desire to engage with each other where the Dealer will approach Service Provider with details of the potential borrowers to offer loan facilities through FFPL for the purpose specified in Schedule I.
- E.** The Parties have entered into this Agreement to record, *inter alia*, the terms and conditions which shall govern the Services to be rendered by the Service Provider to FFPL and/or to any other parties as set out in this Agreement, during the Term (as defined hereinafter) of this Agreement and to record other matters incidental thereto.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY THE PARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

- (a) **“Affiliate”** in relation to any Person means: (i) in the case of a natural Person, the Relative(s) of such natural Person and/or a body corporate Controlled by such natural Person; and (ii) in case of a Person other than a natural Person, any Person, which, Controls, is Controlled by, or is under common Control with such Person;
- (b) **“Agreement”** means this Tripartite agreement together with the Recitals, Schedules and Annexures hereto, as amended, modified, or supplemented from time to time, in accordance with the terms herein;
- (c) **“Authorized Representatives”** means in relation to the Service Provider, FFPL, and the Dealer, including all such Persons as may be notified by the representatives in accordance with the Clause 28;
- (d) **“Borrower/Customer”** means a Person who has approached the Dealer and is desirous to avail a loan from FFPL;
- (e) **“Business Day”** means a day other than a Saturday, a Sunday or a public holiday or any day on which banks in Mumbai are closed for business, the expression “public holiday” shall have the same meaning as assigned to the term under the Negotiable Instruments Act, 1881;
- (f) **“Confidential Information”** means all information, details, documents, data, papers and statements that relates to the business, affairs, products, developments, trade secrets, know how, personnel, customers and suppliers of either Party that has been designated as **“confidential information”** by a Party or disclosed under circumstances sufficient to place the recipient on reasonable notice of the confidentiality of the information, together with all information derived from the foregoing, but excluding any information (i) independently developed by the receiving Party, (ii) publicly disclosed by an entity other than the receiving Party under no duty of confidentiality or (iii) already in the possession of the receiving Party prior to the receipt of such information. It is hereby clarified that the term **“Confidential Information”** shall not include information that:
 - (i) was available to the public or otherwise part of the public domain at the time of its disclosure to the receiving Party;
 - (ii) became available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party in breach of this Agreement; or
 - (iii) was later lawfully disclosed to the receiving Party by a person other than a Party hereto;
- (g) **“Data Protection Legislation”** means the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, and all other applicable Laws and regulations from time to time relating to

processing of personal data, privacy, interception of communications or analogous laws or regulations under any relevant jurisdiction including any jurisdiction in, or from, which the Service Provider or the Authorized Representative(s) of the Service Provider provides any of the Services;

- (h) **“Dealer”** means the seller of the product who shall approach the Service Provider to help the borrowers to avail the credit facility through FFPL;
- (i) **“Effective Date”** means the date on which the Parties execute this Agreement;
- (j) **“FFPL Data”** means any information:
 - (i) disclosed or submitted to the Service Provider or its Authorized Representative(s), by FFPL in order to perform, or in connection with, the Services;
 - (ii) including information relating to FFPL’s technology, operations, facilities, consumer markets, products, capacities, procedures, security practices, business affairs, customers of FFPL and other proprietary information attributable to FFPL, in any media, whatsoever (including electronic) and in each case which is in the possession, custody or control of the Service Provider or and as such data is modified, replaced, added to or stored from time to time.
- (k) **“Force Majeure”** means occurrence of one or more of the following events which are beyond the reasonable control of the Parties despite having exercised all reasonable care and due diligence, and which are unforeseen, unavoidable or insurmountable, and which arise after the Effective Date, and which prevent total or partial performance of this Agreement by either Party. Such events shall include:
 - (i) war declared, act of civil disobedience;
 - (ii) act of terrorism, sabotage or piracy;
 - (iii) act of authority whether lawful or unlawful, compliance with any Law or governmental order, rule, regulation or direction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization;
 - (iv) act of God, plague, epidemic, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, nuclear catastrophe, volcanic activity, land slide, tidal wave, tsunami, flood, damage or destruction by lightning, drought or contagious disease;
 - (v) explosion, fire, destruction of facilities;
- (l) **“Governmental Authority”** means any government or governmental or regulatory body, or political subdivision, whether foreign, federal, state, city or local, or any agency, commission, authority, or instrumentality, any multinational, supra-national or quasi-governmental entity, body or authority, any self-regulatory organization, any court or arbitrator (public or private) thereof, or any entities that a government controls or owns (in whole or in part), including any state-owned, controlled or operated companies or enterprises;
- (m) **“Intellectual Property”** means Intellectual Property owned or controlled by a Party, including Intellectual Property developed prior to, subsequently or independently of this Agreement, which the Party determines, in its sole discretion, to make available for the carrying out of the Services and includes Intellectual Property licensed to or acquired by the Parties from time to time pursuant to this Agreement;

- (n) **“Law”** means all applicable provisions of all: (i) constitutions, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances or orders of any Governmental Authority; (ii) approvals from any Governmental Authority; and (iii) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Governmental Authority, or any condition or term imposed pursuant to any condition or term imposed pursuant to any approvals from any Governmental Authority;
- (o) **“Lead Data”** means the Personal Data of the Borrower(s) shared by the Dealer to the Parties to facilitate credit risk assessment and underwriting in respect of granting Loan to such Borrower;
- (p) **“Loan”** shall mean the credit facility disbursed/agreed to be disbursed in the Dealer’s account by FFPL for borrowers as per the terms of the Loan Agreement;
- (q) **“Loan Agreement”** shall mean the agreement accepted/to be accepted by the Borrower, *inter alia*, recording the terms and conditions of the Loan granted/dispensed by FFPL to the Dealer;
- (r) **“Losses”** means all losses, liabilities, liens, obligations, fines, costs, charges, expenses, royalties, damages resulting from Third Party claims (including Third Party claims), including interest and penalties with respect thereto, including reasonable attorneys’ and accountants’ fees and disbursements;
- (s) **“Materials”** includes documents, property, information and the subject matter of any category of Intellectual Property (including all associated documents, data, libraries, tools and other items and materials necessary or desirable to enable any person or its agents/contractors to fully understand, use, modify, and maintain such Intellectual Property);
- (t) **“Outsourcing Guidelines”** shall mean the guidelines, circulars, notifications issued by the Reserve Bank of India from time to time (and as the same may be amended, replaced, substituted from time to time), including under the terms of the Master Direction-RBI (Scale based Regulation) Directions, 2023;
- (u) **“Person”** means and includes any natural person, corporation, Governmental Authority, association, partnership, trust, an unincorporated organization, or other entity or organization (whether or not having separate legal personality);
- (v) **“Personal Data”** means all personal data and/or sensitive data (as defined under the relevant Data Protection Legislation) of whatever nature and in whatever form, as such data is processed, modified, added to or stored from time to time;
- (w) **“RBI Lending Guidelines”** shall mean collectively, the Outsourcing Guidelines, along with any other circular, notification, press release or documentation released by RBI or any other regulatory authority;
- (x) **“Relative”** shall have the meaning ascribed to it under the Companies Act, 2013 and the rules made thereunder;
- (y) **“Services”** means the services provided/required to be provided/agreed to be provided/ which shall be provided by the Service Provider to the FFPL as set out in detail in **Annexure 1** (*Statement of Works*);
- (z) **“Term”** has the meaning ascribed to it in Clause **Error! Reference source not found.**;
- (aa) **“Third Party”** means a legal entity, company or person(s) that is not a Party to this Agreement.
- (bb) **“Vehicle”** shall include electric vehicle, E-Rickshaw or E-Rick.\

1.2. Interpretation

1.2.1 Except where the context requires otherwise, this Agreement will be interpreted as follows:

1.2.1.1 Headings, sub-headings, titles, sub-titles to Clauses, sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Annexures hereto and shall be ignored in construction or interpretation of this Agreement;

1.2.1.2 where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;

1.2.1.3 words importing the singular shall include plural and vice versa;

1.2.1.4 all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders;

1.2.1.5 any reference in this Agreement to a legislation or a statutory provision includes that provision, a modification, or re-enactment thereof, a statutory provision substituted for it and a regulation or statutory instrument issued under it;

1.2.1.6 the Recitals, Schedules and Annexures (each as amended from time to time) are an integral part of this Agreement and shall be construed and shall have the same force and effect as if they were expressly set out in the main body of this Agreement and any reference to this Agreement includes the Recitals, Schedules and the Annexures;

1.2.1.7 references to “writing” includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form;

1.2.1.8 references to Rupees and Rs and INR are references to the lawful currency of India;

1.2.1.9 reference to a clause, schedule and annexure is a reference to a Clause of, a schedule to, or Annexure to, this Agreement;

1.2.1.10 reference to an agreement or document is to the agreement or document as amended, replaced or otherwise varied, except to the extent prohibited by this Agreement or that Agreement or document; and

1.2.1.11 reference to a person, corporation, trust, sponsorship, unincorporated body or other entity includes any of them.

2. STRUCTURE

2.1. This Agreement is a Tripartite agreement, *inter alia*, recording the terms and conditions for the Services to be rendered by the Service Provider and the Dealer in relation to the loans granted / to be granted by FFPL to certain Customers from time to time.

2.2. The Agreement *inter alia* consists of: (i) this Tripartite agreement containing the terms which shall govern the terms and conditions on which the Services shall be provided by the Service Provider and the Dealer to FFPL and/or any other person as set out in this Agreement and also the overall relationship between the Parties; and (ii) the Statement of Works which shall, unless provided in this Agreement, include details of scope of Services, deliverables for such Services.

2.3. In the event of a conflict between the terms and conditions of this Agreement and any Statement of Work, the provisions of the Agreement shall prevail unless the Parties have mutually, expressly and specifically agreed to change the terms and conditions of the Agreement for a particular Statement of Work.

- 2.4. OEM shall mail the Service Provider regarding details of the Dealer to generate their unique code, FFPL may also conduct its due diligence of the Dealer and post approval, the Dealer will be provided with a unique code.

3. SCOPE OF SERVICES

- 3.1. The Service Provider shall introduce, promote and advocate for the loan products/credit facility of FFPL to its entities and individuals.
- 3.2. Once a lead is received by FFPL from the Service Provider and approved by FFPL shall be disbursed and credited into the designated bank account of the borrower only once all necessary procedure and documentation are completed by the Service Provider within given stipulated time. The Service Provider and the Dealer agree that FFPL exclusively holds right of approval or refusal of all the leads received by it.
- 3.3. It is understood between the Parties that pursuant to the terms of this agreement, FFPL shall facilitate Loans to the Individuals subject to the terms and conditions and the individual fulfilling all the requirements.
- 3.4. The Dealer shall be responsible to provide the E-Rick to the OEM for any repair or requirement of the borrower in respect of the E-Rick, the OEM shall provide the repaired E-Rick to the Dealer or the Borrower and the Dealer shall deliver the E-Rick to the Borrower.
- 3.5. The Dealer shall ensure that the repayment amount shall be directly credited to FFPL's bank account.

4. SERVICES

4.1. Scope of Services

- 4.1.1. The Dealer shall receive commission for the provided services which is described in Schedule I of this Agreement. All loan servicing and repayment shall be executed by the Customer directly in the FFPL's account as may be specifically designated for this purpose, without any involvement of a pass through or a pool account of any third party.
- 4.1.2. The Dealer or the Service Provider shall have no authority to make commitments, representations or give any warranties or otherwise on behalf of FFPL to any Borrower or third party.
- 4.1.3. It is agreed between the Parties that the rights and obligations of the Service Provider, Dealer and FFPL under the Agreement shall commence from the Effective Date as set out herein.

4.2. Non-exclusivity, FFPL discretion on disbursement, set off etc.

- 4.2.1. Notwithstanding anything to the contrary in this Agreement, the Statement of Work or any other related document, the Parties agree that:
 - 4.2.1.1. FFPL shall be fully entitled to engage from time to time one or multiple service providers or Dealers of its choice for services similar to the Services covered by this Agreement, and nothing herein shall be construed to confer right of exclusivity on the Service Provider. The Service provider shall also be fully entitled to work with other Banks and NBFCs and any other Third Party and Provide such Third Parties services similar to the Services agreed hereinunder, other party and nothing herein shall confer any exclusivity rights to FFPL.
 - 4.2.1.2. FFPL shall have the right to conduct audit, access the books of accounts and will continuously monitor the Service Provider and Dealer whenever deemed necessary.
 - 4.2.1.3. FFPL shall have the absolute and sole discretion to decide whether to disburse or not any Loan whether sanctioned or not and whether full or in part to any Dealer to the total exclusion of the

Service Provider or the Dealer and nothing herein shall be construed so as to obligate it to disburse the Loan once it has been sanctioned or Loan Agreement/other documents therefor executed. FFPL shall intimate the Service Provider of the approval or the rejection of such Loan request of any Customer.

- 4.2.1.4. Service Provider and the Dealer shall be personally and severally liable for any incorrect, inaccurate, or deficient information or omission thereof in the documents and information provided to it by the borrower, to the extent such inaccuracy, deficiency or omission shall be verified is not attributable by to the Service Provider. In case the Dealer does not provide the complete documentation with 15 (fifteen) days, including KYC and SPDCs (Security Post-Dated Cheques) from the Borrower, then the Dealer shall provide his own SPDCs in the favor of the Lender as a security.

5. REPRESENTATIONS AND WARRANTIES OF PARTIES

- 5.1. Each of the Parties represents and warrants the following:

- 5.1.1. That it has obtained all necessary corporate/ statutory approvals or any other document where necessary, and such other consents/ approvals/ sanctions/ permissions, as may be required for the performance of its obligations hereunder and shall obtain all other consents/ approvals/ sanctions/ permissions that may be required to be obtained at any time during the Term of this Agreement, and shall ensure the validity and subsistence of all such consents/ approvals/ sanctions/ permissions for during the entire Term of this Agreement;
- 5.1.2. That it has not taken any corporate or other action, as may be applicable, nor have any steps been taken or legal proceedings of any manner been initiated or threatened against it for its winding-up, dissolution, administration, re-organization, insolvency, bankruptcy, or for appointment of receiver, administrator or other court officer or all of any of its assets, businesses or undertakings and if such representation, ceases to be true and valid at any time during the Term of the Agreement, the Party shall promptly inform the other Party of such cessation;
- 5.1.3. That as of the date of this Agreement, there is no litigation, proceeding or disputes pending against it, the adverse determination of which has a materially adverse effect on this Agreement and if such representation, ceases to be true and valid at any time during the Term of the Agreement, the Party shall promptly inform the other Party of such cessation.
- 5.1.4. That the execution and delivery of this Agreement and documents to be executed in pursuance hereof, and the performance of its obligations hereunder and thereunder does not:
- 5.1.4.1. contravene any applicable law, statute or regulation or any judgment or decree to which it and/or its assets, businesses and/or undertakings is subject;
- 5.1.4.2. conflict with or result in any breach of, any of the terms of or constitute default of any covenants, conditions and stipulations under any existing agreement or contract or binding on it or
- 5.1.4.3. conflict or contravene any provision of its Memorandum of Association and the Articles of Association or such other constituent documents, as may be applicable.
- 5.1.5. That they have not engaged in any illegal practices in connection with its business or operations; or money laundering or any other activity which has been specifically forbidden by law.

6. COVENANTS

- 6.1. The Service Provider and the Dealer acknowledge and agree that notwithstanding anything contained in this Agreement, FFPL shall have the right to do any acts and actions against borrowers for the purpose of protecting any of its interest and rights as FFPL or a creditor,

and/or enforcing any rights taking recourse to any remedy available to FFPL under its agreement with the entities and Individual and/or under applicable law.

- 6.2. Each Party shall inform the other Party of any occurrence, event or incident of which it becomes aware which might adversely affect its ability to perform its obligations under this Agreement, including without limitation, any force majeure event or act of God or breakdown of equipment/computer systems, computer network, internet website, computer hacking, unauthorized access to computer data and storage devices, computer system crashes other similar happenings which could reasonably be expected to adversely impact the day-to-day functioning or the business of either Party.
- 6.3. The Service Provider shall promptly transmit to FFPL the list of eligible Individuals interested in financial assistance and all other documents procured or received by or called for from it.
- 6.4. In the event any dispute arises between any of the two parties, the undisputed party shall not be relieved of any of the obligations and duties of this Agreement. The undisputed party shall co-operate with both the parties equally.

7. IN CASE OF DEFAULT

- 7.1. In case the repaired E-Rick provided by the OEM is not delivered immediately back to the Borrower then the Dealer shall be liable for the unpaid EMIs and the Dealer shall transfer such amount to FFPL within 7 (seven) days.
- 7.2. In case of default made by the Borrower, the Dealer shall take the possession of the E-Rick and shall intimate FFPL on the same, FFPL shall decide on selling or transferring the E-Rick and the Dealer shall abide by the provided instruction, in case of sale the Dealer shall sell the E-Rick within 7 (seven) days and provide principal outstanding amount of the borrower to FFPL immediately.
- 7.3. In case the Dealer fails to sell the E-Rick within 7 (seven) days or fails to perform any of the obligations mentioned in this Agreement then all the Dealer disbursements will be stopped and FFPL reserves the right to initiate appropriate legal action on such Dealer.
- 7.4. In the event where the E-Rick has some issues in respect to its condition and has one or more missing parts which is making the sale of the same difficult for the Dealer/FFPL/OEM, then the OEM shall replace such parts or provide the below mentioned amount to FFPL for such parts as follows:
 - Charger- Rs. 2,500/-
 - Tyre- Rs. 500/-
 - Motor-Rs. 3,000/-
 - Controller- Rs. 2,500/-
 - Differtation- Rs. 3,000/-
 - Lead acid per battery- Rs. 4,000/-
 - Lithium battery - Rs. 25,000/-
 - Lithium Charger -Rs. 4,000/-

The Dealer shall sell the E-Rick post receiving the replaced parts and transfer the amount to FFPL within 7 (seven) days of receiving the replaced parts.

8. INDEMNITY

- 8.1. The Service Provider and the Dealer shall indemnify and keep indemnified FFPL, its directors, officers, employees and agents and their respective successors and assigns (each an “**Indemnified Party**”) free and harmless from and against any actual and direct losses, (including reasonable attorney’s fees), which the Indemnified Party shall have suffered or incurred as a result of:

- 8.1.1. any breach by the Party of any of its covenants, representations, warranties or the terms and conditions of this Agreement;
- 8.1.2. penalty levied or claims of any regulatory authority against the Party due to non-compliance of any applicable laws, order, directive, regulations or any condition of license/permit issued to the Party;
- 8.1.3. Notwithstanding anything contrary contained in this agreement, liability of the Service Provider to indemnify FFPL shall be limited to the term of this agreement.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. Parties agree that the brands, trademarks and other intellectual property, belonging to each Party are the exclusive property of the respective Party, and will not in any circumstances be used, or copied, or altered in any manner without being specifically authorized in writing by that other Party.
- 9.2. The Parties, however, may use brand names and fascia for advertising, marketing and business development purposes, with written approval of the other Party. FFPL agrees and acknowledges that the Service Provider shall be entitled to use FFPL's name, brand and trademarks in connection with the Products provided by FFPL as well as in connection with any information, documents and material being compiled and utilized by the Service Provider for the purposes of advertising and promotions provided that such written consent is provided by FFPL for each of the instances mentioned hereinabove.
- 9.3. The Parties agree that if either Party becomes aware of any facts or circumstances that may result in infringement of the intellectual property rights of either Party's rights or any restriction that on a Party's right to market, list, sell or distribute any products or services, it shall immediately notify the other Party regarding the same to enable the other Party to exercise such rights and remedies to protect its interests.
- 9.4. Subject to the intellectual property rights of FFPL, all data and information derived as a result of this Agreement will be owned by FFPL as per the regulatory laws.

10. CONFIDENTIALITY AND NON-DISCLOSURE

- 10.1. When receiving Confidential Information, the receiving Party must:
 - 10.1.1. keep all Confidential Information of the disclosing Party confidential unless strictly required otherwise by Law;
 - 10.1.2. not use any Confidential Information for any purpose other than the rendering of obligation contemplated by this Agreement without the prior written permission of the disclosing Party.
- 10.2. Each Party hereto may use or disclose information disclosed to it by the other Party to the extent that such use or disclosure is reasonably necessary in complying with applicable Law or exercising its rights under this Agreement. However, if a Party is required to make any such disclosure of another Party's Confidential Information, other than pursuant to a confidentiality agreement, it will give reasonable advance notice to the other Party of such disclosure and, will use its best efforts to secure confidential treatment of such information prior to its disclosure.
- 10.3. Except as expressly provided herein, each Party agrees not to disclose any terms of this Agreement to any Third Party without the consent of the other Party except in the normal course of business. However, disclosures may be made as required by applicable Laws, or to actual or prospective buyer(s) of a Party's business, however while making such disclosure a Party shall ensure to protect the business interest of other Party, or to a Party's accountants, attorneys and other professional advisors. subject to such receivers being bound by confidentiality obligations at least as restrictive as this contained herein.

10.4. Upon termination of this Agreement each Party shall:

10.4.1. promptly, subject to applicable laws return the other Party or at the other party's sole option destroy (and certify in writing to such destruction) any and all Confidential Information of the other Party, whether in written or electronic form, and neither Party shall retain any copies, extracts, derivatives, or other reproductions of the Confidential Information of the other Party (in whole or in part) in any form whatsoever.

10.4.2. subject to applicable Laws take reasonable steps to assure that any and all documents, memoranda, notes, and other writings or electronic records prepared or created by the other Party, which include or reflect the Confidential Information of the other Party, are destroyed; and

10.4.3. promptly, cease the use of any Intellectual Property or Improvements made available by the other Party and shall have no claim, ownership or interest in the other Party's Intellectual Property and Improvements.

10.5. Notwithstanding anything contained in this Agreement and subject to the same being bound by the confidentiality obligations contained herein, although the Parties shall not be obligated to erase, destroy or return Confidential Information but shall not reproduce in any form;

10.5.1. contained in archived computer system backups in accordance with its security and/or disaster recovery procedures or to the extent to such destruction is not reasonably practicable,

10.5.2. may maintain copies of any Confidential Information in its records to the extent required by any Law, professional standards applicable to the Receiving Party or as per reasonable business practice.

[**Note:** The Service Provider shall ensure that the Sub-Contractors comply with the terms and conditions of this agreement (as may be applicable to such sub-contractor), by entering into an agreement with the sub-contractor which reproduces the relevant terms and conditions of this Agreement, and in particular the confidentiality and data protections clauses ("Sub-Contractor Agreement").

11. NOTICES

Any notice or request required to be permitted to be given or made under this Agreement to the Parties shall be given in writing in English language. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or email or by Speed Post confirmation received from the Party to which it shall be delivered as per the address given below:

For FFPL:

Kind Attn: Sandeep Chhowala

Address: 4th Floor, Engineering Centre, 9 Mathew Road, Opera House, Charni Road (East), Mumbai 400 004

Email: Sandeep.chhowala@fintreefinance.com

For the Service Provider:

Kind Attn: **Mr. Gaurav Malhotra**

Address: Ground Floor, House No.17 Block B, Pkt.1 Sector 17, Rohini, Northwest Delhi, Delhi, 110085

Email: malhotraautob@gmail.com

For the Dealer:

Kind Attn:
Address:
Email:

12. TERM OF THE AGREEMENT

- 12.1. This Agreement shall commence from the Effective Date and shall continue to remain in force until the dues of borrowers are settled and borrower's account is closed, unless mutually terminated by the Parties.
- 12.2. Either Party may terminate this Agreement by providing an advance written notice of 30 (thirty) days to the other Party.
- 12.3. Notwithstanding anything contained in this Agreement, each Party shall have the right to terminate this Agreement forthwith upon the occurrence of any Event of Default by the other Party.
- 12.4. This Agreement may be terminated at either party's option immediately, upon violation and/or failure on the part of the other party to provide Services as per the expectations set forth in this agreement.
- 12.5. All the Loan requests accepted prior to the date of termination shall be processed by FFPL in accordance with the terms of such Loan offerings.
- 12.6. Notwithstanding the termination of this Agreement, in the event any amount is outstanding and payable to FFPL by any Individual, such termination shall not affect the obligations of the Individuals and the same shall survive till such time that no amount is outstanding and payable to the FFPL by any individual.

13. DISPUTE RESOLUTION

- 13.1. Any dispute arising out of or in relation to this Agreement shall be subject to the exclusive jurisdiction of the courts at Mumbai, India.
- 13.2. Any dispute or difference arises out of or in connection with this Agreement, or out of or in connection with the breach, or alleged breach of this Agreement between the Parties, the Disputing Parties shall use all reasonable endeavours to negotiate with a view to resolving the Dispute amicably. If the Dispute is not resolved within thirty (30) days after either of the Party informing the other Party in writing of the existence of the Dispute, then either Party may refer the dispute for resolution to a sole arbitrator to be appointed mutually by all the disputing parties as per Arbitration and Conciliation Act 1996. The arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The award shall be enforceable in any competent court of law. The seat of Arbitration shall be Mumbai and the arbitration proceeding shall be conducted in English language. The disputing parties shall bear their own legal expenses.

14. SEVERABILITY

- 14.1. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the reminder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

15. ASSIGNMENT

- 15.1. FFPL may assign any or all of the rights, duties or obligations under this Agreement to its affiliates and associates provided that intimation of such assignment is provided by FFPL to

the Service Provider. The Service Provider and the Dealer acknowledges and agrees that it shall not assign this Agreement or any of its rights, duties or obligations hereunder to any third party without the prior written consent of FFPL.

16. WAIVER

- 16.1. The failure, with or without intent, of any Party hereto to insist upon the performance of any term or stipulation of this Agreement by the other Party shall not be treated as, or be deemed to constitute, a modification of any terms or stipulations of this Agreement, nor shall such failure of election be deemed to constitute a waiver of this right of such Party, at any time whatsoever thereafter, to insist upon performance by the other, strictly in accordance with any terms of provisions hereof.

17. RELATIONSHIP

- 17.1. This Agreement is entered into between Parties on a principal-to-principal basis. The parties and this Agreement shall not establish any relationship of partnership, joint venture, franchise, agency or employment between the Parties.
- 17.2. It is further agreed that Parties may enter into similar arrangements with other associates in order to increase the target market of other entities and individuals or prospective Partners desiring to avail financing services and such arrangements shall not require any approval of or intimation to the Partner.

18. ENTIRE AGREEMENT

- 18.1. The Parties hereto confirm and acknowledge that this Agreement shall constitute the entire agreement between them and supersedes and cancels any prior representation, understanding, arrangement, communication or expression of intent relating to the subject matter of this Agreement. No amendment, modification or addition to this Agreement shall be binding on either of the Parties hereto unless set forth in writing and executed by them through their duly authorized representatives.

19. FORCE MAJEURE

- 19.1. No Party shall be liable to the other, or shall be in default if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such Party including but not limited to applicable Laws, fires, floods, tsunamis, explosions, epidemics, diseases, accidents, acts of God, threat of wars, riots, strikes, lockouts, or other concerted acts of workmen, acts of Government, terrorist attacks. In such a situation, both Party's liability would be postponed till further notice under this Agreement and then both the Parties shall discuss the course of action to be taken afterwards.

20. COUNTERPARTS

- 20.1. This Agreement may be executed in multiple counterparts. Each counterpart shall be treated as an original and shall be capable of being enforced without reliance on the other counterparts as an original document.

IN WITNESS WHEREOF this Agreement is signed, sealed delivered by the Parties herein on the day, month and year first hereinabove written.

Signed and sealed for and on behalf of **Fintree Finance Private Limited**

Authorized Signatory

Signed and sealed for and on behalf of **Malhotra Auto**

Authorized Signatory

Signed and sealed for and on behalf of **the Dealer**

Name:

Schedule I
FEES AND PAYMENT

Parameter	Description				
Loan Type	E-rickshaw Financing				
Loan Share	100% by FFPL				
Loan Amount (range)	Rs. 75,000 to Rs. 1,50,000				
Commission	Upto 18% p.a.				
Loan Duration	<table> <tr> <td>Minimum</td><td>12 months</td></tr> <tr> <td>Maximum</td><td>24 months</td></tr> </table>	Minimum	12 months	Maximum	24 months
Minimum	12 months				
Maximum	24 months				
Negative Industry	As per FFPL's policy				
Location	Madhya Pradesh, Uttar Pradesh, Uttarakhand, Delhi/NCR, Haryana, Rajasthan and Karnataka				
Eligibility	<table> <tr> <td>Minimum</td><td>21 Years at the time of application</td></tr> <tr> <td>Maximum</td><td>60 Years at the time of application</td></tr> </table>	Minimum	21 Years at the time of application	Maximum	60 Years at the time of application
Minimum	21 Years at the time of application				
Maximum	60 Years at the time of application				
Credit criteria	As per FFPL's credit policy				
Repayment/other charges	The repayment will be directly settled into the FFPL's bank account via Nach and e-Nach. FFPL will share its own Utility code and details to set up the NACH collections. Repayments will be managed by the Service Provider and charges related to repayments will be borne by the Service Provider.				
Repayment Frequency	Monthly				
Administrative Charges	No Admin Charges				
Documents	As mutually agreed				
Collection and recovery agent	Service Provider is appointed as collection and recovery agent, authorised by FFPL to collect and recover the outstanding dues from the borrowers.				

Schedule II

A. Code Of Conduct

The provision of the Services by Service Provider shall be subject to the following Code of Conduct (“**FFPL Code of Conduct**” or “**code**”) issued by FFPL:

The code will apply to all persons involved in marketing and distribution of any loan or other financial product of FFPL (hereinafter referred to as the “company”). The Service Provider and the Dealer including its employees / representatives must agree to abide by this code prior to undertaking any direct marketing operations on behalf of the FFPL. Any employees /representatives of the Service Provider found to be violating this code may be blacklisted and such action taken may be reported to the FFPL from time to time by the Service Provider. FFPL may consider termination or permanent blacklisting of Service Provider who fail to comply with this requirement. This Code of Conduct is in line with Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023 for adoption and implementation by Service Providers while operating as Direct Marketing Agencies (DMA)/Direct Selling Agencies (DSA)/Recovery Agents of NBFCs. This Code of Conduct will act as a benchmark service standard in Service Provider’s dealings with Fintree Finance Private Limited (FFPL). This code details the obligations of the Service Providers to undertake while performing their services and will guide their staff/employees in dealing with customers/borrowers. This code will help the Service Providers to know their rights and also measures they should take to protect their interest. This Code of Conduct is applicable to the outsourced Service Providers namely DMA/DSA/Recovery Agents including their Staff/employees who shall be performing their requisite functions as stated under the Agreement entered between them and FFPL. By accepting this code of conduct, the Service Provider and the Dealer agrees to abide by this code prior to undertaking any outsourced operations on behalf of the Company. Any failure to comply with this code of conduct may result in discontinuation / termination of services with FFPL. The Parties shall refer and abide to the code of conduct from FFPL’s website.

IN WITNESS WHEREOF this Agreement is signed, sealed delivered by the Parties herein on the day, month and year first hereinabove written.

Signed and sealed for and on behalf of Fintree Finance Private Limited	Signed and sealed for and on behalf of Malhotra Auto	Signed and sealed for and on behalf of _____
Authorized Signatory	Authorized Signatory	Authorized Signatory