

TERMS OF ENGAGEMENT FOR SELLER

You, the Seller (defined below), should read the Terms and Conditions for the Sellers available at <https://www.done.deals/t-c> ("**Seller Terms**") which govern your general use of the Platform (defined below). Such Seller Terms including but not limited to the Privacy Policy are hereby incorporated by reference into these terms of engagement for the Sellers ("**Engagement Terms**"). The Seller Terms read with the Engagement Terms, and any other agreement that you may enter into with Done Deal shall define your relationship and mutual expectations while you use the Platform. Unless otherwise specified, all capitalised terms used herein shall have the meanings ascribed to them in the Seller Terms.

1. Service Terms: Done Deal shall provide you, the Seller, access to the Platform and facilitate connections with potential Buyers along with ancillary support services described below in connection with the proposed transaction with the Seller, whether structured as a primary or secondary investment, share sale, asset or business sale, acqui-hire, tender offer, merger, or any other form of sale or transaction involving the Seller, its shareholders, and/or its employees (as the case may be) (the "**Transaction**"). The engagement described herein shall be in accordance with applicable laws and pursuant to the following procedures, terms, and conditions. In connection with its performance under these Engagement Terms, Done Deal may to the extent it deems appropriate (a) familiarize itself with and analyze the business, operations, properties, financial condition, and prospects of the Seller; (b) provide a template indicating the relevant details and information to be provided by the Seller, which shall be uploaded on Done Deal's marketplace (www.done.deals) ("**Platform**"); and (c) advise and assist in connection with setting up a data room and due diligence efforts in connection with the Transaction. Notwithstanding the foregoing, Done Deal shall not be responsible for any information or material displayed on the Platform or shared with third parties, and the Seller shall remain solely responsible for such information or material.
2. The Seller hereby retains Done Deal to act as a service provider for the Seller and its shareholders to help facilitate the Transaction with the Buyer. The Seller shall be or has already been, anonymously listed on the Platform in accordance with the Seller Terms. Prospective Buyers registered with Done Deal will have access to the information that is provided on the Platform and will be able to express interest in learning more about a potential Transaction with the Seller. If the Seller approves such interest from a prospective Buyer, the Seller's identity and non-anonymized information may be shared with such Buyers to facilitate the Transaction. The Seller hereby represents and warrants that it has the right and authority to agree to these Engagement Terms for itself and/or its shareholders (as the case may be) and accordingly act for and on behalf of itself and/or its shareholders (as the case may be) and Done Deal shall not be liable to any third party (including, the Seller's shareholders) in any way with respect to the Transaction and/or the provision of Done Deal's services.
3. The Seller shall (a) provide Done Deal necessary assistance and information required throughout the Transaction and the term of Done Deal's engagement; (b) provide reasonable access to the Seller's officers, directors, employees, counsel, accountants, and consultants; (c) provide all assistance reasonably necessary to Done Deal's performance under these Engagement Terms; and (d) keep Done Deal informed of any material developments or proposals relating to the business or operations of the Seller which may have an effect upon Done Deal's services and the Transaction.
4. In connection with Done Deal's services hereunder, the Seller will furnish to Done Deal such information and data relating to the Seller and/or its shareholders as Done Deal may reasonably request. The Seller recognizes and confirms that Done Deal, in the performance of its services hereunder: (a) may rely upon such information and data received from the Seller and its advisors without independent verification by Done Deal; and (b) does not assume responsibility for the accuracy or completeness of such information received from the Seller, its representatives, or its

advisors, whether or not Done Deal makes any independent verification thereof. The Seller represents and warrants to Done Deal that all information made available to Done Deal pursuant hereto will be complete and correct and will not contain any untrue statement of material fact or, to the best of the Seller's knowledge, omit to state a material fact. The Seller and the representatives further represent and warrant to Done Deal that any and all projections (financial or otherwise) provided to Done Deal pursuant hereto will have been prepared in good faith and will be based upon assumptions that are, in the Seller's business judgment, reasonable. The Seller shall immediately notify Done Deal if it or its representatives subsequently discover that any information or data provided by it or on its behalf is or becomes incomplete, untrue, inaccurate or misleading or that any such information has been improperly obtained or that its provision or use by Done Deal would be unauthorized or in breach of any law, duty or obligation.

5. Fees: The Seller (if the Seller receives the consideration for the Transaction) shall and shall cause the shareholders to (if the shareholders receive the consideration for the Transaction, and in proportion to the consideration received by each shareholder for the Transaction), where such consideration includes compensation in the form of cash, kind and acquisition of shares, whether primary or secondary ("**Transaction Value**"), pay Done Deal a fee calculated in the following manner:
- 5.1. in the event the Seller and/or its shareholders enter(s) into an agreement for the Transaction within a period of 6 months from the date of the Seller agreeing to these Engagement Terms, a fee equivalent to 5% (Five Percent) of the aggregate total consideration for the Transaction; or
 - 5.2. in the event the Seller and/or its shareholders enter(s) into an agreement for the Transaction within a period of 6 months from the date of the Seller agreeing to these Engagement Terms, where the Transaction Value exceeds INR 50 crores, the fee will be 4% (Four Percent) of the aggregate total consideration for the Transaction; or
 - 5.3. in the event the Seller and/or its shareholders enter(s) into an agreement for the Transaction within a period of 6 months from the date of the Seller agreeing to these Engagement Terms, where the Transaction Value exceeds INR 100 crores, the fee will be 3% (Three Percent) of the aggregate total consideration for the Transaction; or
 - 5.4. in the event the Seller and/or its shareholders enter(s) into an agreement for the Transaction post completion of 6 months from the date of Seller agreeing to these Engagement Terms, a fee equivalent to 4% (Four Percent) of the aggregate total consideration for the Transaction; or
 - 5.5. in the event the Seller and/or its shareholders enter(s) into an agreement for the Transaction post completion of 6 months from the date of Seller agreeing to these Engagement Terms, where the Transaction Value exceeds INR 50 crores, a fee equivalent to 3% (Three percent) of the aggregate total consideration for the Transaction; or
 - 5.6. in the event the Seller and/or its shareholders enter(s) into an agreement for the Transaction post completion of 6 months from the date of Seller agreeing to these Engagement Terms, where the Transaction Value exceeds INR 100 crores, a fee equivalent to 2% (Two percent) of the aggregate total consideration for the Transaction,

the applicable fee as payable hereunder shall hereinafter be referred to as the "**Transaction Fee**".

- 5.7. The Seller additionally agrees that Done Deal shall be eligible to receive the Transaction Fee within 5 days of receipt of the Transaction Value. Any delay in the payment of the Transaction

Fee beyond the aforementioned period shall entitle Done Deal to charge a penalty of 10% (Ten percent) per annum on the outstanding payments.

6. The Seller agrees that the Transaction Fee payable to Done Deal shall be calculated on the total Transaction Value irrespective of whether the services of Done Deal are towards a primary or secondary acquisition of shares. Similarly, the Transaction Fee shall not be impacted on the basis of whether the Transaction is taking place through monetary compensation, share swap, or part monetary consideration and part share swap.
7. The Seller agrees that Done Deal shall be entitled to the Transaction Fee if Done Deal introduces the Seller to the Buyer or if the Buyer expresses interest in the Seller on the Platform (irrespective of any other prior interaction or communication between Seller and the Buyer) including in a situation where no other ancillary services were provided by Done Deal for the Transaction.
8. Non-exclusivity: In the event that the Seller is in discussions with a buyer whether prior to or during the subsistence of these Engagement Terms for the specific purpose of a Transaction, and where such discussions with the buyer were not facilitated in any manner through the Platform or Done Deal (collectively, "**Excluded Buyers**"), the Seller shall be required to identify such Excluded Buyer and inform Done Deal of such discussions in writing. In case a Transaction is consummated with such an Excluded Buyer, no Transaction Fees shall be payable to Done Deal. If, however, the Seller requests for Done Deal's assistance with consummation of the Transaction with an Excluded Buyer, the Transaction Fee shall be 2% (Two percent) of the Transaction Value.
9. The Seller further agrees not to directly or indirectly take any steps to "go off platform" or take any other steps to circumvent payment of the Transaction Fee to Done Deal.
10. It is clarified that in instances where the Transaction is taking place in tranches, the Transaction Fee shall be charged for each tranche separately, and shall become payable to Done Deal as and when the consideration for each tranche is received by the shareholders and/or the Seller, as the case may be. For purposes hereof, the Transaction Value shall include the total proceeds and other consideration paid to or received by the Seller and/or the shareholders, including without limitation, the total amount of cash and the fair market value (on the date of payment and as mutually agreed by Done Deal and the Seller acting reasonably and in good faith) of all notes, securities, and other property paid or payable (including payments to be made in installments, contingent payments, or to be paid in escrow) to the Seller and/or its shareholders in connection with the Transaction, or in the case of a recapitalisation, restructuring or similar transaction, the fair market value of the equity securities of the surviving Seller upon the consummation of such Transaction. In an event where the shareholders are liable to pay the Transaction Fee to Done Deal and have failed to do so, the Seller shall be liable to make such payment to Done Deal. In the event any other person (including, but not limited to the Company's shareholder) makes the full payment of the Transaction Fee or a tranche thereof on behalf of the Company, the Company shall stand absolved of its liability against the Transaction Fee or such tranche of the Transaction Fee so paid.
11. Any payment made to Done Deal under these Engagement Terms shall be exclusive of all applicable taxes and shall be charged at prevailing rates. Such payment shall be subject to deduction of withholding taxes (as per applicable law).
12. Indemnification: In consideration of Done Deal signing these Engagement Terms and agreeing to perform the services hereunder, the Seller agrees to indemnify and hold harmless Done Deal and each of its respective directors, officers, agents, and employees to the full extent. The provisions of this Section 12 shall be binding upon any successors or assigns of the Seller and shall survive any expiration or termination of these Engagement Terms.

13. Term and Termination: The Seller and Done Deal agree as follows with respect to termination of these Engagement Terms.
- 13.1. These Engagement Terms shall have a term of 12 months from the date of the Seller's acceptance of these Engagement Terms. Subject to Section 13.2, the Seller may terminate these Engagement Terms at any time, with or without cause, on written notice to Done Deal. Done Deal may terminate these Engagement Terms at any time in accordance with the Seller Terms or if the Seller is in breach of these Engagement Terms which (a) is curable and is not cured within a period of 15 days of being notified of such breach upon expiry of the cure period; or (b) is not curable upon occurrence of such breach. On termination, the Seller shall no longer be listed on the Platform.
- 13.2. In the event of any termination of Done Deal's engagement hereunder by the Seller or by Done Deal pursuant to Section 13.1, Done Deal will continue to be entitled to the full amount of the Transaction Fee in the event that at any time prior to the expiration of 12 months after any such termination, the Seller directly or indirectly consummates a Transaction, or enters into an agreement with respect to a Transaction with a Buyer introduced by Done Deal.
- 13.3. Any termination of these Engagement Terms pursuant to this Section 13 shall not affect the indemnification provisions set forth herein.
14. Confidentiality: In connection with the Transaction, Done Deal shall be permitted to access or use any information concerning the Seller and/or its shareholders that is in or may come into the possession of Done Deal. Done Deal agrees to use all non-public information provided to it by or on behalf of the Seller and/or its shareholders hereunder solely for the purpose of providing the services that are the subject of these Engagement Terms and to treat all such information confidentially; *provided, however*, that nothing herein shall prevent Done Deal from disclosing any such information (a) on the Platform (in an anonymized form, and with names where the Seller has consented to sharing such information); or (b) to Buyers or prospective Buyers in connection with the Transaction who have entered into agreements binding them with confidentiality obligations with respect to a potential Transaction, provided however, Done Deal shall not be liable for any breach of the Seller's confidential information by the Buyer or prospective Buyer and encourages the Seller to execute separate confidentiality agreements with the Buyer; (c) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding for the purpose of defending itself, reducing its liability, or protecting or exercising any of its rights, remedies, or interests; (d) upon the request or demand of any governmental authority or regulatory body having jurisdiction over Done Deal; (e) to the extent that such information was or becomes publicly available other than by reason of disclosure by Done Deal in violation of these Engagement Terms or was or becomes available to Done Deal from a source that is not known by Done Deal to be subject to a confidentiality obligation to the Seller; (f) to Done Deal's employees, legal counsel, independent auditors, and other experts or agents who need to know such information in connection with the Transaction or any other services provided by Done Deal to the Seller. The provisions of this Section 14 shall automatically terminate 1 year following the earlier of the completion of the Transaction or the termination of these Engagement Terms. Any information or details of Buyers/prospective Buyers disclosed by Done Deal to the Seller and/or its shareholders, whether orally or in written, electronic or other form or media shall be kept confidential. The Seller shall and shall cause its shareholders to not disclose or share such confidential information with any third party or utilise such confidential information in any manner whatsoever to consummate a Transaction without involvement of Done Deal.

15. **Publicity Rights:** Done Deal has the right, and the Seller on behalf of itself and/or its shareholders hereby consents to Done Deal's right to use the Seller's logo, trademarks, brand name, or image, whether registered or unregistered (a) for the purposes of displaying it on (i) the Platform, in its marketing materials, presentations on the Platform, or other social media platforms; and (ii) publications or submissions post conclusion of a Transaction indicating that Done Deal has provided services to the Seller; or (b) for sharing any information of the Seller and its shareholders with prospective Buyers for the provision of services in accordance with the terms of these Engagement Terms, subject to any aspects that have been agreed to be kept confidential with the Seller and prospective Buyers in writing.
16. The services provided by Done Deal hereunder are solely for the benefit of the Seller and are not intended to confer any rights upon any persons or entities not a party hereto (including, without limitation employees, or creditors of the Seller) as against Done Deal or its directors, officers, agents, and employees.
17. **Miscellaneous:**
- a. These Engagement Terms shall be governed by and construed and enforced in accordance with the laws of India. Subject to other provisions in this Section, courts in Mumbai shall have exclusive jurisdiction over all issues arising out of these Engagement Terms or the use of the services. Any controversies, conflicts, disputes, or differences arising out of these Engagement Terms shall be resolved by arbitration in Mumbai in accordance with the Arbitration and Conciliation Act, 1996 for the time being in force, which is deemed to be incorporated by reference in this Section. The tribunal shall consist of 1 arbitrator mutually appointed by the disputing parties. The language of the arbitration shall be English. The parties to the arbitration shall keep the arbitration confidential and not disclose to any person, other than on a need-to-know basis or to legal advisors, unless required to do so by law. The decision of the arbitrator shall be final and binding on all the disputing parties. Each party to the arbitration shall bear its own costs with respect to any dispute.
 - b. Done Deal reserves the right at any time to modify these Engagement Terms. Such modifications to these Engagement Terms will be communicated to you. In the event you refuse to accept such changes, these Engagement Terms will terminate.
 - c. You may contact our grievance redressal officer with any complaints or queries relating to these Engagement Terms through email, the details of which are provided below:

Name: Rohit RK
Designation: Grievance Officer
Email Address: legal@done.deals
 - d. If any provision of these Engagement Terms is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of these Engagement Terms will continue in effect. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the provision, in which case the entirety of the relevant provision will be deemed to be deleted).
 - e. You shall not license, sell, transfer, or assign your rights, obligations, or covenants under these Engagement Terms in any manner without Done Deal's prior written consent. Done Deal may grant or withhold this consent in its sole discretion and subject to any conditions it deems appropriate. Done Deal may assign its rights to any of its affiliates, subsidiaries, or parent

companies, or to any successor in interest of any business associated with these Engagement Terms without any prior notice to you.

- f. All notices, requests, demands, and determinations for Done Deal under these Engagement Terms (other than routine operational communications) shall be sent to hello@done.deals.
- g. No third party shall have any rights to enforce any terms contained herein.
- h. Any delay in the exercise of rights and remedies available under the Engagement Terms does not constitute a waiver of that or any other right or remedy.
- i. Done Deal will have no liability to you if we are prevented or delayed from performing our obligations or carrying out our business by acts, events, or omissions beyond our reasonable control including without limitation strikes, failure of utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage, or compliance with any law or governmental order, rule, regulation, or direction.
- j. Any part of these Engagement Terms that may reasonably be interpreted or construed as surviving expiry or termination or which is expressly stated to survive, or which may be necessary or convenient for a party to effectively enforce the terms of these Engagement Terms shall survive the expiry or termination of these Engagement Terms.