

ADDITIONAL TERMS FOR THE BUYERS

You should read the Terms and Conditions for the Buyers available at www.done.deals/buyer-t-c ("**Buyer Terms**") which govern your general use of the Platform. Such Buyer Terms including but not limited to the Privacy Policy are hereby incorporated by reference into these additional terms for the Buyers ("**Additional Terms**"). The Buyer Terms read with these Additional 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 Buyer Terms.

1. Service Terms: Done Deal shall provide you the Services described in the Buyer Terms in connection with the proposed transaction with such Seller listed on the Platform, 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, or its employees (as the case may be) (the "**Transaction**").
2. Confidentiality: Upon receipt of your expression in writing to pursue a Transaction with a Seller or Sellers as the case may be, listed on the Platform, Done Deal shall share crucial information about such Sellers, pursuant to its service to you. You acknowledge that all such information shared by Done Deal shall be confidential in nature ("**Confidential Information**").
3. You further agree and acknowledge that such Confidential Information need not necessarily contain only business information but may also consist of Personal Data of such Sellers which shall only be utilized by you in furtherance of the evaluating the Transaction. You agree to hold such Personal Data in confidence, comply with the applicable law and the principles set out therein in relation to storing and processing of Personal Data in such a manner that Done Deal is not in actual or potential breach of its obligations under the applicable law. "**Personal Data**" is defined as any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person.
4. You understand that the Confidential Information is shared with you only for the purpose of facilitating the provision of services by Done Deal and the Transaction, and Done Deal or its rightful providers shall remain the exclusive owner of the Confidential Information (as the case may be). Nothing contained herein or in any other document executed between Done Deal and you (if any) shall be construed as granting or implying any transfer of rights or licenses of Done Deal in the Confidential Information.
5. You agree that the confidentiality obligations stated herein shall survive the termination or expiration of the Buyer Terms read with these Additional Terms, and any other agreement that you may enter into with Done Deal.
6. Payment Terms: If a Transaction is structured as an acqui-hire, you will be required to pay Done Deal a fee equivalent to 1 (one) month's 'cost to company' for you, as the Buyer, for all of the management team / talent who have been acquired by you through the Transaction (including any variable compensation, stock options, or other benefits in cash or otherwise, and where such amount is indeterminate, the highest amount that could be payable) and such fee shall be payable to Done Deal by you in the manner indicated by Done Deal. Any consideration amount payable to Done Deal pursuant to the provision of Services shall be subject to applicable taxes and statutory deductions.

7. Miscellaneous:

1. These Additional Terms shall be governed by and construed and enforced in accordance with the laws of India. Subject to other provisions in this Clause, courts in Mumbai shall have exclusive jurisdiction over all issues arising out of these Additional Terms or the use of the Services. Any controversies, conflicts, disputes, or differences arising out of these 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 Clause. The tribunal shall consist of 1 (one) 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 parties. Each party to the arbitration shall bear its own costs with respect to any dispute.
2. Done Deal reserves the right at any time to modify these Additional Terms. Such modifications to these Additional Terms will be communicated to you. In the event you refuse to accept such changes, these Additional Terms will terminate.
3. You may contact our grievance redressal officer with any complaints or queries relating to these Additional Terms through email, the details of which are provided below:

Name: Rohit RK

Designation: Grievance Officer

Email Address: rohit@done.deals

4. If any provision of these Additional Terms is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of these Additional 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 clause, in which case the entirety of the relevant provision will be deemed to be deleted).
5. You shall not license, sell, transfer, or assign your rights, obligations, or covenants under these Additional 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 Additional Terms without any prior notice to you.
6. All notices, requests, demands, and determinations for Done Deal under these Additional Terms (other than routine operational communications) shall be sent to hello@done.deals.
7. No third party shall have any rights to enforce any terms contained herein.
8. Any delay in the exercise of rights and remedies available under the Additional Terms does not constitute a waiver of that or any other right or remedy.
9. 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.