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### **LOAN AGREEMENT**

This Loan Agreement ('Agreement') is executed on 09 Mar 2023 at Bengaluru, Karnataka

#### **BY AND AMONGST**

Quadrillion Finance Private Limited, a company incorporated under the Companies Act, 2013 and registered with the Reserve Bank of India as a non-banking financial company, with company identification number U65990KA2018PTC117025 and having its registered office at 747, Pooja Building, 80ft Road, 4th Block, Koramangala, Bangalore 560034 (hereinafter referred to as the "Financing Partner" or "Lender", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the ONE PART;

### **AND**

AJAY PEDDAREDDIPALLI VENKATARAVANAPPA, currently residing at Bagepalli Thalluku, Pathapalya, Pathapalya, Chikkaballapur, Karnataka, 561212 (hereinafter referred to as the "Customer" or "Borrower", which expression shall unless it is repugnant to the context or meaning thereof, mean and include his legal heirs, representatives, administrators, executors and permitted assigns) of the SECOND PART:

(The expressions Financing Partner and Customer shall hereinafter be individually referred to as 'Party' and collectively as 'Parties')

WHEREAS:

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- A. The Financing Partner is a non-banking financial company engaged in the business of providing financial services to customers, in India.
- B. The Customer has requested the Financing Partner to grant the Loan to the Customer and the Financing Partner, relying upon the representations made and information provided by the Customer, has agreed to grant the Loan to the Customer, on the terms and conditions mutually agreed and contained in this Agreement and/or in the Loan Documents, up to the maximum principal amount as mentioned in Schedule I, in its sole and absolute discretion.

#### IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

#### 1. DEFINITIONS & INTERPRETATION

#### 1. Definitions:

In this Agreement, the following capitalized terms shall have the meaning ascribed to them hereunder and if not defined hereunder, as assigned to such terms in other parts of this Agreement, where indicated:

- a. "Annual Percentage Rate" or 'APR' shall mean the effective annualized interest rate in relation to the Loan availed by the Customer, as mentioned in Annexure I of this Agreement and/or in the Loan Documents;
- b. 'Agreement' means and includes this Agreement, together with all the schedules, exhibits, addendums, attachments and appendices annexed hereto and all amendments/supplements hereto and restatements hereof;
- c. 'Applicable Law' shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgement, rule of law, order, decree, approval, authorization, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision, or

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determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority;

- d. 'Cooling Off Period' shall mean the time period provided to the Customer in relation to the Loan, in case the Customer decides not to continue with the Loan in terms with the Digital Lending Guidelines, such time-period is specifically detailed in Annexure I of this Agreement and/or in the Loan Documents;
- e. 'Digital Lending Guidelines' will mean the guidelines issued by the Reserve Bank of India vide circular (No. RBI/2022-23/111 DOR.CRE.REC.66/21.07.001/2022-23) dated September 2, 2022, as may be modified from time to time;
- f. 'Digital Lending Application' or 'DLA' shall mean the third-party mobile/web-based application, through which the Customers can request to avail loan facility from the Financing Partner;
- g. 'Effective Date' shall mean the date of execution of this Agreement;
- h. 'Email Id' shall mean the email id/address of the Customer provided to the Financing Partner;
- i. 'EMI' shall mean the amount payable every month by the Customer to the Financing Partner comprising of the principal amount, interest amount and/or other fees and charges in respect of the Loan availed by the Customer;
- j. 'Event of Default (s)' shall have the meaning as ascribed to it under Clause 6;
- k. 'Flat Fee' shall mean the processing fee in respect of Loan availed by the Customer from the Financing Partner, as set out in Schedule I;
- I. 'KFS' will mean the 'Key Fact Statement' issued to the Customer in terms of the Digital Lending Guidelines;
- m. 'Loan' shall mean the loan sanctioned by the Financing Partner to the Customer upto a maximum amount as mentioned in Schedule I of this Agreement;
- n. 'Loan Documents' shall mean the following documents collectively:
  - a. Key Fact Sheet ('KFS');

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- b. This Loan Agreement;
- c. Sanction Letter:
- d. QFPL Terms and Conditions;
- e. any other document executed from time to time pursuant to any of the foregoing to which the Customer or the Financing Partner is a party; and
- f. any other agreement or document which the Financing Partner designated as a Loan Document.
- o. 'Notice' includes notice sent by any of the following means: notification through the Digital Lending Application, short message service (SMS), email, facsimile, personal delivery and the term "Notify" shall be construed accordingly;
- p. 'Outstanding Dues' means, at any time, all the amounts outstanding and payable or obligations to be performed by the Customer to the Financing Partner, pursuant to the terms of this Agreement and/or any other Loan Documents, including but not limited to the following: (a) the principal amount(s) of the Loan; (b) the interest on the Loan; (c) all other obligations and liabilities of the Customer, indemnities, liquidated damages, costs, charges, expenses and other fees and interest incurred under, arising out of or in connection with this Agreement and/or any other Loan Documents (either severally or jointly); and (d) any and all expenses or sum incurred by the Financing Partner for the enforcement of and collection of any amounts due under this Agreement and/or any other Loan Documents, including expenses of enforcement and realization;
- q. 'Penalty Charges' means an additional charges payable by the Customer to the Financing Partner as a penalty in case of delay in payment of the EMIs and/or Outstanding Dues, as detailed under Schedule I;
- r. 'Registered Bank Account' shall mean the bank account of the Customer, registered by the Customer with the Financing Partner;
- s. 'Sanction Letter' shall mean and refer to the letter issued to the Customer in respect of the Loan in terms of Reserve Bank of India circular (No.

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DOR (NBFC) (PD) CC. No.112/03.10.001/2019-20 dated June 24, 2020;

t. 'QFPL Terms and Conditions' will have the meaning as set out in clause 2.7 of this Agreement.

## 2. Interpretation:

In this Agreement unless the context otherwise requires, the following rules of interpretation will apply:

- a. apart from the terms defined in Clause 1.1 above, any other terms defined elsewhere in this Agreement, shall have the meanings assigned to them thereunder;
- b. references in the singular shall include references in the plural and vice versa;
- c. words importing the singular include the plural & vice versa and a gender includes all genders;
- d. a reference to a document includes the document as modified from time to time and any document replacing it;
- e. the word 'person' includes natural person and a body corporate or entity whether incorporated or not;
- f. any capitalized term not defined herein above shall have the meaning as may be ascribed to it in the relevant clause;
- g. references to the word 'includes' or 'including' are to be construed without limitation;
- h. reference to 'clause' or 'schedule' will mean and refer to clause or schedule of this Agreement;
- i. a reference to a legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- j. a reference to writing includes a facsimile or electronic transmission and any means of reproducing words in a tangible and permanently visible

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form, the receipt of which is confirmed by the recipient or through any other customary method;

- k. the headings in this Agreement are for convenience only and shall not affect its interpretation; and
- I. in the event of any disagreement or dispute between the Financing Partner and the Customer regarding the occurrence of an Event of Default(s) or the materiality of any matter in relation to the Agreement, the determination of the Financing Partner in this regard shall be final and binding on the Customer.

#### 2. LOAN

- 1. Subject to the terms and conditions contained herein, the Financing Partner agrees to sanction the Loan amount as provided under Schedule I of this Agreement, to the Customer. The details of the key terms governing the disbursal of the Loan by Financing Partner, including the APR payable on the Loan are detailed in Schedule I of this Agreement. The amount in relation to the Loan will be disbursed by the Financing Partner to the Registered Bank Account of the Customer ("Transfer Amount").
- 2. The disbursement of Transfer Amount shall be made directly to the Registered Bank Account of the Customer in one lump sum or in such instalments as agreed between the Parties, such disbursement shall be made in accordance with the business hours as notified by the Reserve Bank of India ("RBI"), from time to time. The Financing Partner shall not in any event or circumstance be liable or be construed as being liable in case there is any delay(s) in disbursement of the Transfer Amount on account of any technical or system errors, etc.
- 3. The Customer will be liable to repay the Outstanding Dues in equated monthly instalments/EMIs on or before the due date as set out in Schedule I below and/or as detailed under the Loan Documents.

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- 4. The Financing Partner shall be entitled to revise the interest rate at any time and from time to time as per its internal policies, if any, during the Loan Tenure, at its sole discretion or due to change in the regulatory requirements including any guidelines/regulations issued by RBI and such revised interest rate shall be deemed to form part of the Loan and the Customer shall also be liable to pay such revised amount of interest on the Loan in such manner and within such period as may be determined by the Financing Partner. However, any such revision shall be effective from a *prospective date* and the Financing Partner shall Notify the Customer in advance to this effect and the same would be binding upon the Customer.
- 5. The details of the Loan, APR, EMI, fee or charges and all the key terms is set out in Schedule I and/or in the Loan Documents. In addition, the Customer can also access this information/details through the Digital Lending Application.
- 6. At the request of the Customer, the Financing Partner may foreclose the Loan, in part or in full, by accepting the pre-payment of the Outstanding Dues ('Pre-Payment'), subject to the Customer paying the Pre-Payment charges (if any).
- 7. In addition to this Agreement, the Customer also agrees to be bound by the General Terms and conditions, please refer to <a href="http://sliceit.com/qfpl-privacy">http://sliceit.com/qfpl-privacy</a>, and Most Important Terms of Product <a href="https://www.sliceit.com/qfpl-terms">https://www.sliceit.com/qfpl-terms</a> (collectively referred to as QFPL Terms and Conditions) and the Loan Documents. Notwithstanding anything contained in this Agreement, the Financing Partner reserves the right to amend any of the terms as set out in this Agreement. In case there is change in any of the key terms set out in Schedule I, such change will be communicated to the Customer on the Customer's registered Email Id or through the DLA. The Customer agrees that these changes will be binding on the Customer. Any changes to the terms set out in Schedule I shall only be effective prospectively.
- 8. The Customer agrees to repay the Outstanding Dues in the manner as set out in this Agreement. Notwithstanding the foregoing:

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- a. the Customer may, during the Cooling Off Period, close all its obligations under this Loan Agreement by making payment of the principal loan amount and the proportionate APR without any penalty.
- b. the Customer may, after the Cooling Off Period, make prepayment of the Outstanding Dues at any point in time, subject to payment of applicable pre-payment charges (if any) by the Customer.

## 9. Fees and charges

- a. The details of all charges, penalties and fees which may be levied by Financing Partner are as set out in the Loan Documents (including in the KFS).
- b. The fees and charges levied by the Financing Partner in pursuance to the Loan Documents shall be non-refundable and non-transferable. The Financing Partner may during the Loan Tenure and at its sole discretion, with prior Notice to the Customer, amend / revise any of the terms and conditions contained in the Agreement including the repayment schedule, interest rate and/or any other fee or charge and the Customer acknowledges and agrees to be bound by such revised terms and conditions including the repayment schedule, provided the Financing Partner gives a Notice to the Customer of such revision in advance and ensure that such revisions/changes are effected only prospectively. The Financing Partner shall Notify the Customer of such changes by updating the same on the Digital Lending Application or by providing a Notice of the same to the Customer. The Customer hereby agrees to keep himself/herself abreast with all such Notices and notifications on the Digital Lending Application in this regard and shall be bound by the aforesaid revisions.

#### 3. REPAYMENT OF OUTSTANDING LOAN

1. The Customer agrees to pay the EMIs, on or before the due date(s), as set out in Schedule I. The details of the repayment obligations of the Customer in

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respect of the Loan are also set out in the KFS which is issued to the Customer.

- 2. All payments due under any provision of this Agreement shall be either debited from the Registered Bank Account of the Customer or paid by the customer in such other manner as may be acceptable to the Financing Partner.
- 3. Any payments made by the Customer under this Agreement shall be appropriated in the following manner:
  - a. firstly, towards applicable interest due and payable to the Financing Partner;
  - b. secondly, towards costs, charges, expenses and other money payable to the Financing Partner (if any); and
  - c. lastly, towards repayment of the principal amount due and payable to the Financing Partner.;
- 4. All payments of Outstanding Dues due under this Agreement shall be made without deduction for or on account of any taxes and other charges.
- 5. In case of default by the Customer in repayment of the Loan or fall in credit score or rating or for any other reason as may be deemed fit by Financing Partner, the Financing Partner may, at any time, recall / foreclose the Loan/disallow/reject further drawdowns/change the said Loan from one variant to another variant with intimation to the Customer and revise the repayment schedule, in its sole and absolute discretion.
- 6. The Customer acknowledges that any delay or default in payment of any amount due and payable under this Agreement might adversely affect the Customer's credit score. The Customer further acknowledges that the Outstanding Dues might be classified in Financing Partner's books as a special mention account ("SMA") if any amount due and payable thereunder is overdue.

For example, if any principle, interest, or any other amount is scheduled to be paid on the 31st day of a given month ("Scheduled Date") and such amount is not fully paid on or before such day, then the relevant loan account will be

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classified as SMA-0 as of such day. If the overdue continues for more than 30 days from the Scheduled Date upto 60 days from the Scheduled Date, then the account will be classified as SMA-1. If the overdue continues for more than 60 days from the Scheduled Date upto 90 days from the Scheduled Date, then the account will be classified as SMA-2. If the overdue continues for more than 90 days from the Scheduled Date, then the account will be classified as Non-Performing Asset ("NPA"). Once a loan is classified as NPA, it shall remain as such till the time all overdue amounts are paid. Please refer the below illustration.

#### Illustration:

Scheduled Date: March 31, 2022				
Classification	Date of classification	Condition for classification		
SMA-0	Scheduled Date	If the amount(s) scheduled to be paid on the Scheduled Date is not paid on the Scheduled Date.		
SMA -1	April 30, 2021	If any amount remains overdue for more than 30 days from the Scheduled Date.		
SMA-2	May 30, 2021	If any amount remains overdue for more than 60 days from the Scheduled Date.		
NPA	June 29, 2021	If any amount remains overdue for more than 90 days from the Scheduled Date.		

#### 4. COVENANTS AND UNDERTAKINGS

- 1. The Customer shall observe and perform all its obligations and covenants under this Agreement.
- 2. The Customer shall promptly notify the Financing Partner of any change in the Customer's address, phone number and email address.
- 3. The Customer shall not change their name or change their bank account on which Loan have been drawn without the prior written consent of the Financing Partner.

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- 4. The Customer shall pay/reimburse the Financing Partner against all expenses for any purpose relating to this Agreement including any taxes pertaining to this Agreement, or the Loan and enforcing the terms thereof.
- 5. The Customer shall pay and bear all taxes, rates, duties, charges and other imposts and obligations, existing as well as in future, in respect of the transaction hereunder.
- 6. The Customer shall, at all times during the term of this Agreement comply with the terms of this Agreement, and the terms as set out in the Loan Documents.
- 7. The Customer covenants that it shall execute all such deeds, documents and assurances and do all such acts and things as the Financing Partner may require for exercising its rights under this Agreement and/or the Loan Documents.
- 8. The Customer shall duly comply with all Applicable Laws in performing its obligations under this Agreement.

#### 5. REPRESENTATIONS AND WARRANTIES

The Customer hereby represents the following to the Financing Partner, on the basis of which the Financing Partner has agreed to sanction the Loan to the Customer:

- a. the Customer is above 18 years of age and this Agreement is a legal, valid and binding obligation on him/her, enforceable against him/her in accordance with its terms;
- b. the Customer has disclosed all the necessary information to and shared all relevant documents during the risk assessment process conducted for onboarding the Customer by the Financing Partner;
- c. the Customer shall not use the Loan for undertaking illegal or immoral activities:
- d. the Customer has not withheld any information or document during the risk assessment process conducted by the Financing Partner to extend the Loan;

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and

- e. the Customer will do all acts, deeds and things, as required by the Financing Partner to give effect to the terms of this Agreement.
- f. the Customer's obligations expressed to be assumed by it in this Agreement are legal, valid, binding and enforceable obligations in accordance with the Financing Partner's terms;
- g. All documents provided by the Customer are true, correct and accurate in all material respects;

#### 6. EVENT OF DEFAULT

- 1. The Customer shall be deemed to have committed an act of default if such Customer does not comply with his/her obligations as mentioned in this Agreement and/or on happening of any one or more of the following events (each an 'Event of Default' and collectively 'Events of Defaults'):
  - a. in the event the Customer fails to pay any EMI (on or before the due date as set out in Schedule I of this Agreement) or commits breach of any of the terms, covenants or conditions contained in this Agreement; or
  - b. any representation or warranty made by the Customer in this Agreement or which is contained in any document shared as part of the risk assessment process conducted by the Financing Partner on the Customer or otherwise in connection with this Agreement shall prove to have been incorrect/untrue in any respect; or
  - c. in the event the Customer fails to perform or observe any term, covenant or agreement on its part to be performed or observed under this Agreement and/or under Loan Document(s); or
  - d. the Customer is generally not, or is unable to or admits in writing its inability to repay the Outstanding Dues or any part thereof as provided under this Agreement; or
  - e. if the Customer commits an act of insolvency or if the Customer is declared insolvent or bankrupt or if a receiver or official assignee is appointed in respect of any property or estate of the Customer or if the

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Customer asks for any application for declaring himself/herself an insolvent or if an application for declaring the Customer as insolvent is made or any order is passed by any competent count or authority for taking the Customer into insolvency; or

- f. if any circumstance or event occurs which in the opinion of the Financing Partner, would or is likely to prejudicially or adversely affect in any manner the ability/capacity of the Customer to perform or comply with its obligations as set out under this Loan Agreement/Loan Documents and/or to repay the Outstanding Dues or any part thereof; or
- g. it is or becomes unlawful for the Customer to perform any of its obligations under this Agreement; or
- h. there is any other event/material change which prejudicially alters the Financing Partner's interest.
- i. There is a submission of any forged document(s) by the Customer.
- j. Any other event which in the sole opinion of the Financing Partner would endanger the repayment of the Outstanding Dues by the Customer.
- k. if any proceedings are pending or threatened against the Customer by any government agency or authority for any misconduct or breach/violation of any law or regulations or code of conduct, etc
- 2. The determination by the Financing Partner in its sole discretion, shall be sufficient to prove the occurrence of an Event of Default(s).
- 3. Upon occurrence of an Event of Default(s) / at any time thereafter, the Financing Partner may, without prejudice to its other rights under Applicable Law and this Agreement do any one or more of the following:
  - a. The Financing Partner shall be entitled to: (i) immediately stop disbursal of any further loan to the Customer; and (ii) demand immediate repayment of the Outstanding Dues due and payable to the Finance Partner. Consequently, the Financing Partner may declare, by demand for payment, all of the obligations hereunder to be immediately due and payable, whereupon such obligations together with any interest accrued thereon and all other amounts due to the Financing Partner under this

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Agreement shall immediately become due and owing, without any other demand or protest, by the Customer; and

- b. without Notice of default or demand, proceed to protect and enforce its/their rights and remedies by appropriate proceedings, whether for the specific performance or otherwise of any provision of this Agreement or by Applicable Law or for damages;
- c. recover the charges/fee and/or any other Penalty Charges from the Customer as mentioned in Schedule I of this Agreement or in Loan Document(s);
- d. terminate this Agreement;
- e. exercise such other rights and remedies as may be available to the Financing Partner under Applicable Law during the pendency of the Loan;
- f. stipulate such other condition(s) or take such other action(s) as the Financing Partner deems fit.
- 4. Upon the occurrence and continuation of an Event of Default, the Financing Partner is authorized at any time, without presentment, demand, protest or other notice of any kind to the Customer, any such notice being expressly waived, to set off and to appropriate and apply any and all monies lying or deposited or held by the Financing Partner. The Customer agrees, declares and confirms that, notwithstanding any of the provisions of the Indian Contract Act, 1872 or Applicable Law, or any terms and conditions to the contrary contained in this Agreement, the Financing Partner may, at its absolute discretion, appropriate any payments made by the Customer under this Agreement or any amounts realised by the Financing Partner by enforcement of security or otherwise, towards the dues payable by the Customer to the Financing Partner under this Agreement and/or other agreements entered into between the Customer and the Financing Partner and in any manner whatsoever.

#### 7. GENERAL TERMS AND CONDITIONS

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- 1. Any promotional scheme and/or contest being initiated by the Financing Partner for its Customers is independent of this Agreement and the Loan and such promotional schemes and/or contests do not constitute any kind of solicitation by the Financing Partner. Such promotional schemes and/ or contests shall be governed by the terms and conditions in relation thereto, which shall be carefully read by the Customer in case the Customer decides to participate in such schemes/contests. Further, the Customer agrees and confirms that the Customer shall have the right to withdraw any of the promotional schemes at its sole discretion.
- 2. Without prejudice to all other rights as the Financing Partner or any of the third parties appointed by the Financing Partner may have under this Agreement and under Applicable Law, on the occurrence of an Event of Default, the Financing Partner, its authorized representatives, agents, and third parties as appointed by the Financing Partner are authorized to use the contact details provided by the Customer or to use details obtained from any third-party in relation to the Customer, to get in touch with the Customer. Also, the Customer may be sent reminders from time to time for settlement of any Outstanding Dues by post, fax, telephone, email, SMS text messaging via mobile phone.
- 3. Financing Partner shall be entitled to obtain and disclose, if required under the Applicable Law or obtaining, of all or any such: (a) information, documents and data relating to the Customer or Loan availed of/to be availed by the Customer; and (b) default, if any, committed by the Customer in payment of Outstanding Dues or discharge of such obligation as Financing Partner may deem appropriate and necessary to disclose and furnish to Credit Information Companies ("CICs"), Central KYC Registry(CKYC) and/or to any other agency authorized in this behalf by RBI and/or under Applicable Law and/or to any other statutory or regulatory or law enforcement authority (including Court and/or Tribunals);
- 4. Financing Partner and/or RBI and/ or CICs and/or any other agency authorized under the Applicable Law, shall be entitled to publish their name

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as defaulters in such manner and through such medium as Financing Partner/RBI and/ or CICs in their absolute discretion may think fit or to use or process the said information/data by RBI/CICs as per Applicable Law.

5. The information and data furnished by the Customer to Financing Partner shall be deemed to be true and correct. Financing Partner shall be entitled to verify, any information or documents provided to Financing Partner with respect to the Loan, including, but without limitation, verifications with employers, financial institutions, banks, at the time of the making the application for the Loan or at such intervals as may be decided by Financing Partner.

#### 8. SPECIFIC PERFORMANCE

The Customer agrees that the Financing Partner shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Customer or any other party from committing any violation or enforce the performance of the covenants, representations, warranties and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Financing Partner may have at Applicable Law or in equity, including without limitation a right for damages. The Parties recognize that damages in alternative to or in lieu of specific performance shall not be an adequate remedy and the Parties shall be entitled to specific performance of this Agreement.

#### 9. DISPUTE RESOLUTION

Notwithstanding anything to the contrary contained herein, any dispute, controversy and / or claim arising out of and / or relating to this contract, including its construction, interpretation, meaning, scope, operation, effect and / or validity thereof ("Dispute"), shall be resolved by arbitration, administered electronically by Presolv360, an independent institution, in accordance with its Dispute Resolution

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Rules ("Rules"). The Parties agree that the arbitration shall be before a sole arbitrator appointed under the Rules. The juridical seat of arbitration shall be Bengaluru, Karnataka. The language of arbitration shall be English. The law governing the arbitration proceedings shall be Indian law. The decision of the arbitrator shall be final and binding on the Parties.

#### 10. OTHER REMEDIES

The rights and remedies conferred upon the Financing Partner under this Agreement shall not prejudice any other rights or remedies to which the Financing Partner may, independently of this Agreement, be entitled

#### 11. DISCHARGES AND RELEASES

Notwithstanding any discharge, release or settlement from time to time between the Financing Partner and the Customer, if any discharge or payment in respect of the Outstanding Dues by the Customer or any other person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, Applicable Law for the time being in force or for any other reason, the Financing Partner shall be entitled to enforce this Agreement as if no such discharge, release or settlement had occurred.

#### 12. EFFECTIVENESS OF THIS AGREEMENT:

This Agreement shall be effective on and from the Effective Date and shall be in force till all Outstanding Dues amounts have been fully discharged by the Customer to the satisfaction of the Financing Partner.

#### 13. ILLEGALITY

If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, such provision will be interpreted in a manner compliant with the

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Applicable Laws and leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability. In this regard, Financing Partner will inform of the revised provision and the same will be binding on the Customer.

#### 14. WAIVER

No delay or omission of the Financing Partner in exercising any right, power or remedy accruing to the Financing Partner upon any default hereunder shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Financing Partner in respect of any default or any acquiescence by it in any default affect or impair any right power or remedy of the Financing Partner in respect of any other defaults nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies of the Financing Partner herein provided are cumulative and not exclusive of any rights or remedies provided by Applicable Law or equity. A waiver or consent granted by the Financing Partner under this Agreement will be effective only if given in writing and only in the specific instance and for the purpose for which it is given.

#### 15. CONSTRUCTION

The provisions contained herein shall be read in conjunction with the provisions of the Loan Documents (as amended from time to time). It is clarified that the Loan Documents shall form part and parcel of this Agreement.

#### 16. SURVIVAL

The provisions of the Agreement which by the nature survives the expiry or termination of this Agreement, shall survive such expiry of termination of this Agreement.

#### 17. ENTIRE AGREEMENT

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The Parties hereby agree that this Agreement and the Loan Documents constitute and contain the entire arrangement and understanding between the Parties with respect to the subject matter hereof and supersedes all previous communications, negotiations, agreements, contracts, deeds, memorandum of understanding commitments, either oral or written between the Parties respecting the subject matter hereof.

### 18. LIMITATION ON RIGHTS OF OTHERS

Nothing in this Agreement, whether express or implied, shall be construed to give to any person other than the Financing Partner any legal or equitable right, remedy or claim under or in respect of this Agreement.

#### 19. INDEMNITY

The Customer shall indemnify the Financing Partner at all times hereafter from and against any and all claims, damages, costs, losses, expenses, suits, proceedings, actions, liabilities, etc. that may have been suffered by Financing Partner by reason of any act/omission by the Customer or default/breach on the part of the Customer of obligations under this Agreement/Loan Documents.

#### **20.** ASSIGNMENT OF RIGHTS

The Financing Partner shall at any time, without any consent of or notice to the Customer be entitled to securitise, sell, assign, discount or transfer all or any part of the Financing Partner's/Lender's right and obligations under this Agreement or other Loan Documents, to any person(s) and in such manner and on such terms as the Financing Partner may decide/deem fit. However, the Customer shall not be entitled to directly or indirectly assign or in any manner transfer, whether in whole or part, any rights or obligation under this Agreement and other Loan Documents.

#### 21. NOTICE

### PRIVATE LIMITED

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Any Notice, request or other communication to be made under this Agreement to the Parties shall be in accordance with terms of this Agreement. Any Notice issued to Customer on the Digital Lending Application or otherwise any message issued to the Customer on his/her mobile phone or Email Id will be deemed to be a Notice for the purposes of this Agreement.

### 22. GOVERNING LAW AND JURISDICTION

The validity, interpretation, implementation and resolution of disputes arising out of or in connection with this Agreement shall be governed by Indian laws. The Parties agree that all matters arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts or tribunals (as the case may be) at Bengaluru, Karnataka.

#### 23. AUTHENTICATION

This is a system generated document and does not require any physical signatures. By clicking "I accept/Confirm", the Customer electronically signs and agrees to be bound by the terms of this Agreement.

#### 24. GRIEVANCE REDRESSAL

In case of any grievances in respect of the terms of this Agreement, please refer to the grievance redressal mechanism available on the website of Quadrillion Finance Private Limited (https://www.quadrillion.finance/grievance).

### SCHEDULE-I KEY TERMS OF THE LOAN

1.	Loan	₹11,433.00
2.	Flat Fee (Inclusive of GST)	A flat fee of 3% on the loan Transfer Amount will be charged.  Maximum Flat Fee which can be charged is INR. 3,000.
3.	Interest Amount	₹1,526.55

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4.	Total Number of EMI	12
5.	EMI Amount	₹1,079.96
6.	Due Date for payment of EMI	5th of every month
7.	Annual Percentage Rate	29.09%
8.	Cooling Off Period	3 (days)
9.	Loan Tenure	12 (months)
10.	Penalty Charges	<u>Link</u>
11.	Pre-payment Charges	Please refer to the KFS for the details of the current prepayment charges levied by the Financing Partner.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written:

Signed and delivered for and on behalf of Quadrillion Finance Private Limited

Authorized signatory: Sudhesh Chandrasekar Quadrillion Finance Private Limited

Signed and Accepted by Customer

This is a system generated document and has been digitally confirmed and accepted by all parties. Hence no physical signatures are required.

09 Mar 2023 22:32:14 (Indian Standard Time)