Between,

**TWEX Limited,** A company duly organized under the Laws of the UK located at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, UK represented by its President/CEO Mr. Amal Sharma, hereinafter referred to as TWEX

And,

Peri Infrastructure Private Limited, A company duly organized under the Laws of India, located at Flat no. 1, Plot no. 21, Ajinkyatara,  Mohanwadi, Opp.Pratik Nagar MSEDCL office, S.no. 116+150+153, Pune - 411006, Maharashtra, represented by its Director, Mr. Padmanabhan Sheshadri Mudaliar , hereinafter referred to as CLIENT or CLI,

In signing this present Agreement, both TWEX and CLI hereby warrant and represent that they fully agree to abide by all terms and conditions contained herein. As such, it is hereby agreed as follows:

# Premises:

1. TWEX has created a private crowd-funding platform – [www.twex.exchange](http://www.twex.exchange/) or [www.twex.eu](http://www.twex.eu/)
2. Investments on said platform can be made using USD, Euros, Pounds, ETH, BITCOINS or others.
3. Both TWEX Tokens and or TWEX Tokenized Preferred Shares (TPS) can be acquired in BITCOINS, ETHEREUMS, US Dollars, Euros and Pounds.
4. Each TWEX Token and or TWEX TPS is valued at forty cents Euro per token at inception (0.40 €).
5. TWEX is developing a unique Ecosystem that will enable its users to earn money from profits generated by each client company traded on the TWEX Exchange.
6. Each investor investing in the initial funding round will invest in all companies trading on its platform. All funds will be divided on a pro-rata basis among all companies present at the start of the Exchange.
7. TWEX enables each such investor to trade his or her investment positions as a whole or as a stripped investment on its proprietary platform.
8. TWEX enables investors to have a clear view of their investments with a fraud free environment based on block chain technologies.
9. Similarly TWEX enables investors to invest in various types of companies chosen by its Board and where each has the potential to rapidly expand and earn profits.
10. Each investment is automatically allocated to each target company as chosen by investor.
11. Each such investment generates capital and profit participation contracts that can be traded separately.
12. Each such investment also generates an equal amount of TWEX Tokens and TWEX TPS at inception – One TWEX token or TWEX TPS equals forty cents Euro.
13. Investors are allocated on a pro-rated basis a certain number of Smart Contracts for Capital repayment and for Profit Participation issued by all companies trading on the Exchange including CLI.
14. Investors are also given One TWEX TPS for each TWEX Token acquired.
15. A TWEX Token is the proof of membership of its owner in our ecosystem that allows him or her to use our Exchange and all our financial tools such as the one to create liquidity for private investments via pricing generation coupled with probability of payment of a due amount at a pre-agreed due date.
16. The TWEX TPS also confer the following rights to its owner: 30 % of all profits generated by TWEX Ltd and 1 % of total sales augmentation post and prior funding of each company listed on our Exchange.
17. TWEX Ltd generates profits from trading fees charged, commissions earned from fund raising activities, licensing and sale of our hardware wallet the TWAL, 0.50 % of total sales augmentation post and prior funding payable to us by each company listed on our Exchange.
18. Similarly for those investors who are unable or unwillingly to invest in the Token, they can instead invest in TWEX TPS alone (www.twex.eu)
19. The number of TWEX Tokens that were supposed to be allocated to them will be put in escrow during 3 years. After which time, a vote will be conducted among all such owners calling for a decision to either sell and distribute monies such obtained as extraordinary dividends or keep for another year.
20. TWEX Tokens will be bought back later with funds available from earned profits (10 %) at market value.
21. TWEX Tokens are issued via TWEX Succursal Em Portugal – a fully owned subsidiary of TWEX Ltd registered and located in Lisbon, Portugal and TWEX TPS are issued by TWEX Ltd – UK.
22. Apart from the TWEX Tokens and TWEX TPS, we reserve the right to offer TPS, SCC and SCP of individual companies at their requests. Such ticker symbols will be available on our trading platform along with our native TWEX Tokens, TPS and SCC plus SCP of all companies listed with us.
23. Standalone companies will nevertheless still contribute and pay the 1.5 % of sales augmentation post and prior funding.
24. Out of the 1.5 %, 1 % will be divided among investors who invested directly into such companies and 0.5 % paid to TWEX Ltd.
25. Such companies will have to pay a different fee structure altogether that will take into account the trading and marketing of their TPS, SCC and SCP.

# TWEX Users and Investors will be able to:

1. Learn about companies located all around the World.
2. Learn about said companies products.
3. Learn about management teams behind each company.
4. Learn about the problems and tribulations they had to go through before being able to reach their current stage of development.
5. Learn about their future plans for their companies.
6. Learn about their future plans for their products and estimated time of release.
7. Learn about the financial situation of each company.
8. Learn about the contemplated development of the target company after a cash infusion.
9. Learn about the potential of said company after having access to funds.
10. Learn about the end game of each company.
11. Learn and even acquire their products on our site if applicable and when available.
12. Learn in real time about events impacting each company and offering via our Corporate News Section.
13. Learn about new products line up for each company as applicable.
14. Trade all investments made in a timely and expeditious fashion.

# CLI’ S Situation and Obligations

1. CLI has a an existing business concern or wants to create a new business with either a disruptive model capable of high earnings or a business model that is synonymous with potentially high earnings.
2. CLI engages to provide to TWEX all information relating to its company and venture.
3. CLI will provide to the TWEX website all relevant information regarding its products, management and partners.
4. CLI will provide to the TWEX website its vision for the future as well as a comprehensive package of its journey from where it started to where it is presently. A video presentation is required in order to allow TWEX users to know more about the target companies seeking funding.
5. CLI will provide to the TWEX website a thorough and comprehensive roadmap of its expected development.
6. CLI will offer its product(s) for sale at a small discount on the TWEX E Commerce site.
7. CLI will provide audited financials to TWEX for further release to all of its investors. TWEX reserves the right to send an auditing firm of his choosing for additional controls if required by the TWEX Ecosystem and investors.
8. CLI will pledge all the shares of its company. It cannot sell and otherwise dispose of them until it first pays back its debts in full. Shares have to be deposited with a lawyer or a notary with a contract establishing the change of property in favor of TWEX for and on behalf of investors in case of non-reimbursement of the loan or non- payment of the profit participations.
9. CLI understands and accepts that non-payment of the 1.5 % of sales will constitute a breach of contract and enables us to take over his company and liquidate his assets in order to recover the due funds.
10. Funds will be released to CLI as per the pre agreed disbursement schedule conditioned by a thorough verification of use of each portion of funds remitted to CLI prior to subsequent release.
11. For real estate and equipment acquisitions, funds will be released in their entirety with an immediate pledge on the acquired assets.
12. Non-timely usage of funds will entail a penalty of 4 % of the amounts unused by the borrower.
13. Earlier termination of a loan will be subjected to a penalty for non-earned profit participation calculated as follows: Last profit participation amount Multiplied by 5 % Multiplied by (number of months remaining/12)
14. Loan cancellation can take place if borrower misuses said funds and or if funds are not used for the reasons it were borrowed for in the first place. In such cases, TWEX reserves the right to immediately cancel the loans, request for an immediate reimbursement along with payment of damages for un earned profits calculated as per

49) Herein above. If there is no profit base to calculate same, then the amounts prescribed in the CLI’s business plan will prevail.

1. Loan duration could potentially be extended after a review by TWEX and a consensus from all Profit Participation and Capital Contracts owners.
2. Client will pass within 15 days of signing of this Agreement a Board resolution that will authorize the issue of Preferred Shares by its company.
3. The Board resolution will also state that under no circumstances whatsoever can it be changed unless an absolute majority of owners of said Preferred Shares agree to said changes in writing – no proxies accepted in such case.
4. The newly issued Preferred Shares will hold the following rights:
5. Priority and seniority against all other debtors of the company – in case of bankruptcy holders are paid first,
6. No voting rights,
7. No equity rights,
8. No convertibility rights,
9. Capital payable on agreed upon timetable as defined herein,
10. Gives right to owner to profit participation,
11. 1 % of total sales augmentation post and prior funding will be paid to all holders of the preferred shares on a pro-rated basis.
12. Such payments as referred to in 57.g above will continue until such time that the debt is retired and all preferred shares cancelled.
13. Issuer understands and accepts that the end owner of any one preferred share initially issued will always be TWEX Ltd. But, TWEX Ltd reserves the right to send directly to all investors the Preferred Shares in case of default on payment(s) by Client.

**Whereas**, the Parties desire to engage in a business relationship to procure and deliver certain agreed to services,

**Now, therefore**, in consideration for such services rendered and received, the Parties agree to as follows:

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

1. **Authorization.** Client authorizes TWEX to act on its behalf:
2. In raising Funds for the development project as specified by Client on a best efforts basis up to €.
3. And to act either directly and or indirectly as an independent contractor for the specific purpose of raising funds and preparing all required smart contracts for potential investors.
4. **Engagement.** Client retains TWEX’s team of specialists who shall work on the Client assignment.
5. **Services Provided**. The services described below are narrative for contractual purposes to which TWEX agrees to provide to Client under this Agreement.

*Services Provided by TWEX*

# Advisory Services

* **Pre- ICO/ITO Strategy**
* Code Audits
* Disclosure & Content Preparation
* Language Translations
* Lead & Early Investor Engagement (if applicable)
* Legal Analysis & Due Diligence
* Platform & Protocol Selection
* Smart Contracts & Widgets Design
* Token/Coin Design – TWEX Coin/Token solely
* Whitepaper Preparation, Analysis & Editing

# ICO/ITO Campaign Management

* Campaign Marketing
* Community Building & Management
* Escrow Services for all Crypto Currencies received
* PR & Communications
* Social Media Management

# Post- ICO/ITO Strategy

* Business Development
* Product/Platform Development
* Strategic Partnerships
* Token holder Relations etc.

Above is a non-exhaustive fluctuating list that will evolve based on market conditions and based on each Client’s specific situation.

One, more or some of above tasks only relate to the TWEX Ecosystem of which Client in entering into this present Agreement has agreed to join and form part of.

## TWEX’s Obligations

* 1. This Agreement is personal to TWEX and persons that work for TWEX as an employee or contractor, which shall perform all of the services called for under this Agreement and or any of its assign. Accordingly TWEX can, at its own and sole option, decide to delegate some or all of the duties and obligations under this Agreement to any other party of its choice without the prior written approval of Client. The Parties shall not do anything that would jeopardize or harm the reputation of the other Party or any of its related companies.
  2. The members of TWEX jointly and severally agree to indemnify Client in respect of any loss or damage whatsoever arising as a result of TWEX’s negligent acts or omissions during the course of this Agreement. TWEX is not responsible for consequential damages of any kind including, but not limited to lost profits, lost investors, or other special incidental, exemplary or consequential damages. The maximum responsibility of TWEX can never exceed the total compensation paid to TWEX according to this agreement.

## Client’s Obligations

1. Client shall be cooperative with TWEX, provide TWEX with an adequate supply of the information, keep TWEX reasonably informed of any restrictions, information and other information that are relevant for the project, be available for periodic consultations, and make timely payments of fees and the reimbursement of expenses as required by this Agreement.
2. TWEX and Client shall both embark on this project in good faith and any endeavor to modify/fine-tune the activities during the project period can be proposed and agreed on by both parties so as to maximize the positive outcomes of the project.
3. Client does not have the right to refuse any potential investors introduced by TWEX. The agreement between TWEX and Client is exclusive and Client does not retain the right to seek fund raising from other parties for a period of ninety days from date of payment of the engagement fee.
4. Client will issue Preferred Shares of his company with TWEX as beneficiary. Said shares shall bear no voting rights, shall not entitle its owner to any say in the day to day running and management of the company, does not give any equity rights to its owner, but does give a priority right in case of bankruptcy and or default of payment to be reimbursed first and become the prime creditor and a profit participation right as per terms and conditions agreed to hereinbelow.
5. **Compensation and Payment Terms.** Client shall pay TWEX a fixed compensation fee (the "Fee") according to the following schedule:
6. 10 % success fees based on any monies raised via the TWEX website. Said success fee will also pay for all costs associated for drafting of all smart contracts and subsequent uploads of said smart contracts on the Blockchain. It will also take care of the market makers and third party sales commissions.
7. An annual listing fee of 3,000 Euros to be able to trade on our Platform is charged along with an Accounting review that costs 2,000 Euros. Whereas these two posts are mandatory, the rest of the costs can be avoided if CLI provides us with all relevant documents and produces either itself and or via counsel all relevant efforts to cover legal costs associated to the creation of a prospectus and of a white paper for Client’s project, to cover its share of the marketing costs, uploads of client’s promotional materials, help with creation of social media marketing of client’s company and products, etc. We charge: 5,000 Euros for the creation of the prospectus and White Paper under US, UK, EU and Indian Laws, 5,000 Euros for App Development and website optimization, 25,000 Euros for a massive marketing effort to enable potential investors to learn more about your project and offer.
8. Pricing for TWEX Services:

Annual listing 3000 Euro

Account review 2000 Euro

Legal Services 5 Euro

App Development and Website Opt 5000 Euro

Investor Network Marketing 35000 Euro

Geo-Partner Marketing 25000 Euro

Total: 75000 Euro

1. TWEX will commence fund raising activities on the payment of invoices.
2. Once funds are raised smart contracts representing the following will be issued:
   * Capital repayment schedule,
   * Interest payments to be made yearly and being either a percentage to be agreed to and bearable by Client’s company of the Profits Before Taxes or a percentage of sales.
   * 1.5 % of the sales augmentation to be paid quarterly to the TWEX Ecosystem. Sales augmentation calculated by subtracting the sales before ICO to the sales after funding and ICO.

For bank wire payments for our services, please make payments as follows:

Bank Name: Millenium BCP

Bank address: Sucursal Vialonga, Largo

do Convento 42 2625-653, Vialonga

Portugal

Account name: TWEX LIMITED SUCURSAL PORTUGAL

Account number: 45514619846

IBAN: PT50-0033-0000 45514619846-05

BIC SWIFT: BCOMPTPL

Ref. 1M14918PS4

1. **Term and Effective Date.** The term of this Agreement shall be for the period commencing from the date of this Agreement and terminating when the Services have been provided.
2. **Termination.** In the event that any Party wishes to terminate the project during the contract period, a notice period of at least fourteen (14) days shall be provided to the other Party. Notwithstanding anything in the above, each party has the right to terminate this Agreement with immediate effect without any penalty in the event that the other party commits a breach of this Agreement and does not remedy the breach within fourteen (14) days of notice in writing. In addition, a Party has the right to terminate this Agreement with immediate effect without any penalty in the event of the occurrence of the following:
3. The other Party enters into any arrangement with its creditors or enters into liquidation, or becomes subject to the appointment of a receiver, a judicial manager or liquidator; or the other Party has a resolution passed or an order made for winding up or liquidation.
4. In the event that there is a change of company name this agreement will be terminated and replaced with a new agreement relating to the new company, without prejudice.
5. **Confidentiality.** TWEX shall not disclose any confidential information of the Company or Client of the prospective companies with which TWEX has been dealing on behalf of Client, to any third party if so requested by Client.
6. **Termination.** On termination of this Agreement TWEX shall immediately return to Client information, records, papers or other property in its possession that is related to the services performed.
7. **Money Laundering.** TWEX wishes to draw your attention to our obligations under the United Kingdom’s Anti-money laundering and Counter Terrorist Financing legislation. Money laundering is defined in the Proceeds of Crime Act 2002. Terrorism and Terrorist Property are defined in the Terrorism Act 2000. Under this legislation we are required to identify you and various persons connected to you. We are also required to keep the identification and verification up to date. We may not undertake the engagement if we are unable to comply with these obligations. The legislation also requires that if we know, suspect or have grounds for suspecting that an individual or entity is engaged in money laundering or financing terrorism, we make a report to the relevant authority. If we fail to make a report we will be committing an offence. Except in exceptional circumstances, it is an offence for us to disclose that we have made a report.

# Notices.

(i). Notices to TWEX should be sent to:

TWEX Ltd

Attention: Amal Sharma

71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom

(ii). Notices to Client should be sent to:

Peri Infrastructure Private Limited

Attention: Mr. Padmanabhan Sheshadri Mudaliar

Flat no. 1, Plot no. 21, Ajinkyatara, Mohanwadi, Opp.Pratik Nagar MSEDCL office,

S.no. 116+150+153,

Pune - 411006, Maharashtra

# Miscellaneous

1. Complete Agreement. This Agreement contains the entire Agreement of the Parties with respect to marketing, legal drafting of documents, and submission of information to the TWEX Ecosystem for potential rising of capital. No other Agreement, statement, or promises made on or before the effective date of this Agreement will be binding on the Parties.
2. Modification of Agreement. This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them or by an oral Agreement to the extent the parties carry it out.
3. Assignment. Neither Party shall be able to assign their rights or otherwise dispose of their interest in this agreement without getting the prior written consent of the other Party.
4. Waiver or breaches. No failure or delay on the part of any Party in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof of any other right, power or privilege.
5. This Agreement may be executed in two or more counterparts and each counterpart when executed by each Party and delivered to all Parties shall constitute a complete and original instrument.
6. This Agreement shall be governed by and shall be construed in accordance with the laws of the United Kingdom.
7. Being given that twex.info is solely an informative website where no financial advices or investment recommendations are given, under no circumstances whatsoever can TWEX be held responsible for lack of response or even of investments in Client’s investment proposal as TWEX merely advertise client’s offering to the best of its efforts.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of such Parties as of the day and year first above written.

|  |  |
| --- | --- |
| Company Name: | Company Name: Peri Infrastructure Private Limited |
| Signature: | Signature: |
| By: | By: |
| Designation: | Designation: |

# Exhibit A

Between,

**TWEX Limited,** A company duly organized under the Laws of the UK located at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, UK represented by its President/CEO Mr. Amal Sharma, hereinafter referred to as TWEX

And,

Peri Infrastructure Private Limited, A company duly organized under the Laws of India, located at Flat no. 1, Plot no. 21, Ajinkyatara,  Mohanwadi, Opp.Pratik Nagar MSEDCL office, S.no. 116+150+153, Pune - 411006, Maharashtra, represented by its Director, Mr. Padmanabhan Sheshadri Mudaliar , hereinafter referred to as CLIENT or CLI,

It is hereby further agreed as follows:

This Exhibit forms an integral part of the service agreement between TWEX and CLIENT.

* 1. Client confirms that all payments to TWEX will be effected promptly according to the following schedule to TWEX or its assigns bank account that will be provided in due course.
  2. Client confirms that it will promptly pay its dues in order to allow TWEX to pay all external parties privy to the closing of this transaction.
  3. Client understands that non-timely payment of fees might result in TWEX inability to close the contemplated transaction in a timely fashion.

Compensation and Payment Terms

Client shall pay TWEX a fixed compensation fee (the "Fee") according to the following schedule:

1. 10 % success fees based on any monies raised via the TWEX ecosystem. Said success fee will also pay for all costs associated for drafting of all smart contracts and subsequent uploads of said smart contracts on the Blockchain. It will also take care of the market makers and third party sales commissions. This amount will be reduced by payments already made at inception.

Timing: Immediately after receipt of funding

1. An engagement fee of based on the options chosen to cover legal costs associated to the creation of a prospectus and of a white paper for Client’s project, to cover its share of the marketing costs, uploads of client’s promotional materials, help with creation of social media marketing of client’s company and products, etc.

Timing: immediately after receipt of invoice

NOTE: TWEX will only commence fund raising activities on the payment of invoices.

1. Once funds are raised smart contracts representing the following will be issued and the related payment schedule for repayment of loan and payments of interest:

* Capital repayment schedule,
* Interest payments to be made yearly and being either a percentage to be agreed to and bearable by Client’s company of the Profits Before Taxes,
* 1.5 % of the sales augmentation between pre and post funding levels to be paid quarterly to the TWEX Ecosystem.

IN WITNESS WHEREOF, this Exhibit A has been executed by and on behalf of such Parties as of the day and year first above written.

|  |  |
| --- | --- |
| Company Name: | Company Name: Peri Infrastructure Private Limited |
|  |  |
| By: | By: |
|  |  |

# Exhibit B

Between,

TWEX Limited, A company duly organized under the Laws of the UK located at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, UK represented by its President/CEO Mr. Amal Sharma, hereinafter referred to as TWEX,

And,

Peri Infrastructure Private Limited, A company duly organized under the Laws of India, located at Flat no. 1, Plot no. 21, Ajinkyatara,  Mohanwadi, Opp.Pratik Nagar MSEDCL office, S.no. 116+150+153, Pune - 411006, Maharashtra, represented by its Director, Mr. Padmanabhan Sheshadri Mudaliar , hereinafter referred to as CLIENT or CLI,

It is hereby further agreed as follows:

Both parties agree that all funds raised by TWEX will be paid to CLI’s banking coordinates contained hereunder after deduction of all pre-agreed to fees and costs as contained in this present Agreement and it’s Exhibits and or Addendum as applicable.

Banking coordinates

Name of bank:

Address of bank:

Account name:

Account Number:

IFSC CODE:

SWIFT CODE:

In signing this present Agreement, CLI hereby warrants and confirms as follows:

Smart Contract for Capital Payment

Date Amount

Date Amount

Date Amount

Date Amount

Date Amount

(Please enter as many as required)

Smart Contracts for Profit Participation

Date Percentage of Profits before Taxes:

Date Percentage of Profits before Taxes:

Date Percentage of Profits before Taxes:

Date Percentage of Profits before Taxes:

Date Percentage of Profits before Taxes:

(Please enter as many as required)

Please enter values based on your real capacity to pay back without embellishment or sugar coating. If you need a grace period before starting to pay, please indicate it in the first payment date of your smart contract.

IN WITNESS WHEREOF, this Exhibit B has been executed by and on behalf of such Parties as of the day and year first above written.

|  |  |
| --- | --- |
| Company Name: | Company Name: Peri Infrastructure Private Limited |
| Signature: |  |
| By: | By: |
| Designation: | Designation |

# Addendum One

Between,

TWEX Limited, A company duly organized under the Laws of the UK located at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, UK represented by its President/CEO Mr. Amal Sharma, hereinafter referred to as TWEX,

And,

Peri Infrastructure Private Limited, A company duly organized under the Laws of India, located at Flat no. 1, Plot no. 21, Ajinkyatara,  Mohanwadi, Opp.Pratik Nagar MSEDCL office, S.no. 116+150+153, Pune - 411006, Maharashtra, represented by its Director, Mr. Padmanabhan Sheshadri Mudaliar , hereinafter referred to as CLIENT or CLI,

It is hereby further agreed as follows:

The list of services offered by TWEX is as follows:

|  |  |  |
| --- | --- | --- |
| Listing of Company | 3,000 Euros | Compulsory |
| Accounting Reconciliation according to IFRS | 2,000 Euros | Compulsory |
| App Development plus website optimization | 5,000 Euros | Optional |
| Legal Services | 5,000 Euros | Optional (1) |
| Geo-Partner Marketing | 25000 Euros | Optional (2) |
| Investor Network Marketing | 35,000 Euros | Optional (2) |

Optional (1): Client can get away with paying for this service as long as: it provides us timely with a white paper and prospectus drafted under US, EU, UK and Indian Laws.

Optional (2): This is the backbone of the transaction without which no funds can be raised. If client is unable to pay for this, he will have to provide us with at least 200 names and email addresses of his contacts for us to network with for solely marketing purposes.

Based on above, Client has decided to pay for some services now and the rest later after funding. As such it is hereby agreed as follows:

1. Client will pay Euros (€) once we approve his deal and this present contract is duly executed.
2. For all funds remaining due and deductible out of funding, client will pay an increased service cost of 100 %.
3. As per 1) and 2) above, € will be deducted out of funding to pay for unpaid services.
4. As per 3) above, this amount comes in addition to our capital-raising fee as described and agreed to in this present Agreement.
5. This present Addendum One forms an integral part of the Agreement numbered 1M14918PS4 and under no circumstances whatsoever can it be dissociated from the main Agreement or considered alone out of context.
6. CLI irrevocably and unconditionally confirm that it will deposit all shares of Peri Infrastructure Private Limited as collateral for the entire duration of the loan term.
7. As per 6) hereinabove, in signing this present Addendum CLI hereby warrants and represents that no partners of said company is allowed to sell, issue or otherwise pledge, mortgage and or encumber their shares during the entire duration of the loan without the written approval of TWEX.
8. TWEX will solely release funding in lieu of the shares of Peri Infrastructure Private Limited accompanied by an audit stating value and net worth along with a certificate signed by all old and new shareholders stating that other than what is mentioned in the audit there are no other debts, law suits and other impediments that might cause and or endanger the investment being made by TWEX’s investors when granting the necessary loan.
9. All TPS of Peri Infrastructure Private Limited will be deposited prior to funding.

IN WITNESS WHEREOF, this Addendum One has been executed by and on behalf of such Parties as of the day and year first above written.

|  |  |
| --- | --- |
| Company Name: | Company Name: Peri Infrastructure Private Limited |
|  |  |
| By: | By: |
| Designation: | Designation: |