

LENDER REGISTRATION AGREEMENT

THIS **LENDER REGISTRATION AGREEMENT** (hereinafter referred to as this “**Agreement**” and includes any exhibits attached hereto, which may be amended, supplemented or otherwise modified from time to time) is made at the place and on the date as mentioned in Schedule 1, BY and BETWEEN

The Person(s), as described in Schedule 1 (hereinafter referred to as the “**Lender**” / “**you**” which expression shall be deemed to mean and include his / her / their respective heirs, administrators, executors, legal representatives of the **First Part; AND NDX P2P Private Limited**, a company incorporated under the provisions of the Companies Act, 2013, having corporate identity number U67200MH2018PTC306270 and its registered office at 1st Floor, B-104, "The Qube" having C.T.S. No. 1498, A/2, M.V. Road, Hasan Pada Rd, Mittal Industrial Estate, Marol Andheri (East), Mumbai, Maharashtra 400059 (hereinafter referred to as the ‘**LiquiLoans**’ / “**we**”, which expression shall, unless it be repugnant to the subject or context thereof, shall mean and include its successors, transferees and assigns), of the **Second Part**. Each is hereinafter referred to individually as ‘**Party**’ or collectively as ‘**Parties**’.

WHEREIN

1. LiquiLoans is solely engaged in the business of providing peer-to-peer lending platform for enabling of loan facilitation via online medium or otherwise, to a wide range of participants.
2. LiquiLoans platform enables prospective borrowers and lenders to directly enter into loan transactions with one another as well as carries out risk assessment and provides support services to prospective borrowers and lenders.
3. LiquiLoans' products and services are regulated by the extant guidelines and circulars of Reserve Bank of India (“RBI”) on peer-to-peer lending. LiquiLoans is registered as NBFC-P2P with the RBI and is entitled to offer its products and services. LiquiLoans is not operating a portfolio management services as defined under the Securities Exchange Board of India (“SEBI”) regulations and the participants on its platform retain discretion over their funds as described herein.
4. The Lender is engaged in carrying on bonafide activities for livelihood and intends to utilize the platform provided by LiquiLoans to lend certain sums of monies to various persons, from time to time, on the terms and conditions as maybe acceptable to the Lender and the Parties have accordingly agreed to record their understanding and execute these presents.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Eligibility:

The following persons are eligible to register as a member / participant on our website www.LiquiLoans.com (“**Website**”) and use and avail of any of the products and services offered by LiquiLoans:

- (a) A company / partnership firm / LLP / HUF if:
 - (i) it is incorporated under the applicable Indian laws and has its registered office in India;
 - (ii) it holds valid charter documents, including but not limited to, its memorandum of association, articles of association and certificate of incorporation;
 - (iii) it has a valid operative bank account in India; and
 - (iv) it holds a valid Permanent Account Number (PAN) card issued by the Government of India
- (b) An individual if:
 - (i) He/she has a valid identity and residence proof including and not limited to an Aadhar card
 - (ii) He/she has a valid operative bank account; and
 - (iii) He/she has a valid PAN card issued by the Government of India.

2. Registration and Authorisation by the Lender:

- (a) The Lender is clearly aware that a Lender will have to register, by himself / herself / itself or through its authorised representative, with LiquiLoans and create its registration / lender account prior to availing any of the products and/or services offered by LiquiLoans. The Lender confirms that all the information related to registration entered on the Website will be correct, complete and it shall promptly update the information in the event of any change whatsoever. The Lender further confirms that it is aware that this Agreement contains the terms upon which the Lender will participate through the LiquiLoans platform, in the event the Lender is accepted by LiquiLoans as a lender.
- (b) The Lender confirms that: (i) they will not click on the "check box" and on the "Submit / Agree" button; or (ii) physically sign this Agreement and will not seek to obtain access to or otherwise use the Website in the event, it does not agree or is not willing to be bound by this Agreement.

- (c) By either clicking a button or checking a box indicating acceptance or by registering on the platform or by executing any document that references this Agreement or by accessing or using the Website, or by accessing any of the products and services offered by LiquiLoans (whether in part or full), the Lender agrees to be bound by the policies and guidelines incorporated by reference in this Agreement and any future amendments and additions hereto as published from time to time by LiquiLoans on its Website or through other various means and modes.
- (d) LiquiLoans reserves the sole right to make any changes to the terms and conditions contained herein, its terms of use of the Website and/or privacy policy (which is available on the website), as and when deemed necessary or desirable, without prior notification. The Lender hereby expressly acknowledges and confirms that it will read LiquiLoans' terms of use and privacy policy from time to time in order for it to stay informed as to any such changes. If LiquiLoans makes any changes to its terms of use and privacy policy and the Lender continues to use the Website / services, it will be deemed / implied that the Lender has agreed to the revised terms of use and privacy policy. If this Agreement conflicts with any other document, then this Agreement will prevail for the purposes of the services and/or products being provided by LiquiLoans. In case of conflict between the terms and conditions of this Agreement and the contents of the Website (including the Dashboard), the contents of the Website (including the Dashboard) shall prevail.
- (e) In addition to the registration on the Website, the Lender shall submit all the documents sought by LiquiLoans, or any entity authorised by LiquiLoans, for verification or otherwise, within the timelines specified by LiquiLoans. The Lender hereby agrees and confirms that the information and documents provided by it to LiquiLoans from time to time shall become part of the records of LiquiLoans and LiquiLoans will not be obligated/liable to return the same, either in part or full.
- (f) The Lender agrees and confirms that LiquiLoans may undertake anti money laundering checks and/or any other check in respect of its application and may require relevant information and documents from the Lender as it deems fit, including a declaration in relation to compliance with FATCA, which the Lender agrees and confirms to provide promptly and correctly and shall provide full support and co-operation in undertaking such diligences by LiquiLoans or any other person on its behalf.
- (g) The Lender hereby agrees to receive transaction alerts via Short Message Service ("SMS"), email or any other mode intimated to the Lender ("Messaging Service") by LiquiLoans on any new registrations, loan closures, repayments, offers on loans, requests from borrowers, etc. The Lender confirms that it is availing this service on its own will and there will be no obligation/liability on LiquiLoans in case of any type of dispute.
- (h) The Lender hereby permits LiquiLoans to access, collect and display any of his publicly available information. The Lender hereby authorises LiquiLoans to obtain, from time to time, his credit information from credit information providers.
- (i) The Lender confirms and acknowledges that LiquiLoans has the right to reject any application for registration or terminate the registration of the Lender, at its sole and absolute discretion, without assigning any reason whatsoever and without incurring any liability whatsoever.
- (j) Any information and / or instruction received by LiquiLoans from the Lender, or instructed / initiated / requested through the Lender's authorized representatives, and/or from any advisor / intermediary of the Lender (Broker/s, Individual Financial Advisor/s, Wealth Advisor/s, Mutual Fund Advisor/s, Wealth Management Firm/s, Agent/s, Financial Planner/s, Registered Investment Advisor/s, Investment / Advisory Platform/s (Offline / Online), Financial Product Advisor/s, Chartered Accountant/s and any/all of their employees etc.) including from the account of the Lender on the Website or via advisor / intermediary's platform provided by LiquiLoans, shall be deemed to emanate from the Lender, and shall be fully binding on the Lender.
3. **Commencement:** This Agreement shall come into effect from the date of the acceptance / signatures hereof and shall remain in full force and affect unless terminated otherwise.

4. **Processes of various services of LiquiLoans**

(a) **Administrator/Trusteeship:**

- (i) For the purposes hereof, the "Administrator" shall be such person as is appointed by LiquiLoans from time to time to deal with all the funds of the participants. It is further explicitly clarified that the Administrator will not be the borrower for the purposes of the Loan and will purely be providing services for the participants, as described herein and in terms of the RBI regulations. M/s. IDBI Trusteeship Services Limited having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai – 400 001 is presently the Administrator. Any changes of Administrator will be posted on the Website.

- (ii) By registering with LiquiLoans, you agree and confirm that:
 - (I) all of your funds will be (a) paid by you from a bank account in India in your name in Indian Rupees; and (b) shall be deposited by you and held in one or more escrow bank accounts operated by the Administrator; and
 - (II) any sums that any borrower repays under a transaction shall be deemed to be directed to be paid to the Administrator in the designated escrow bank account, without the borrower having any further obligation concerning the application of those monies.
- (iii) The Administrator shall, at all times, keep:
 - (I) the funds of the participants segregated from its own funds;
 - (II) records showing clearly that the participants funds do not belong either to LiquiLoans or itself; and
 - (III) to procure that any funds that are not offered funds or accepted funds are repayable to the concerned participant within seven (7) working days of being so requested by the concerned participant.
- (iv) The Lender agrees and acknowledges that (I) it shall not have any right of recourse against any monies held by the Administrator, save only for any funds attributable to the Lender; and (II) save and except for the Administrator's compliance hereof, the Administrator will have no further obligation to you and none of your funds held by the Administrator will not earn any interest.
- (v) In the event that LiquiLoans is unable to continue to operate the Website, then LiquiLoans will procure that, under its agreement with the Administrator, the Administrator will use its reasonable endeavours to provide a basic service to receive payments in respect of then-subsisting transactions, subject to the payment to the Administrator of like fees as would otherwise be payable to LiquiLoans. However, in such circumstances, the Administrator shall not be involved in the creation of any new transactions and, in respect of funds not committed to a transaction, these shall be returned to the relevant participant as soon as is reasonably practicable.
- (vi) LiquiLoans will endeavour to ensure that both: (i) the amount of funds of the Lender that are held by the Administrator and (ii) the identification of funds which are the subject of a particular transaction, in each case as advised by LiquiLoans to the Administrator, are both accessible by the Lender on the Website and are regularly updated on the Website, provided that neither the Administrator nor LiquiLoans shall be liable for any delay in updating such information.
- (vii) LiquiLoans will communicate with you from time to time about the amount and status of your funds, based on the books maintained by the Administrator and, unless you raise a written objection within 30 days of being so informed, you will be deemed to have accepted the contents of the advice sent to you.
- (viii) In the event that the Administrator is unable to perform its obligations in terms of this Agreement, for any reason whatsoever, then LiquiLoans shall endeavour to appoint an alternative administrator and shall not be responsible for any losses that may be incurred by the participants pending such new appointment.

(b) Matching of Borrower. Commitments. Listing and Loan Funding:

- (i) **Listing:** From time to time, LiquiLoans may publish on the Website, on a no name basis, profiles of eligible borrowers, together with the proposed loan period, the amount of funding sought by the relevant borrowers ("Target Funding"), the applicable interest rate and other relevant details. The complete details of the relevant borrowers shall be available in the annexure at the time of execution of the transaction. The date upon which the prospective transaction is published on the Website is referred to as the "Offer Date".
- (ii) **Lending Transaction:** If the Lender wishes to participate in a prospective transaction, then the Lender shall have the opportunity to do so by completing the relevant details on the Website, which will require the Lender to (I) specify the amount of funds that the Lender may wish to commit to that prospective Transaction ("Offered Funds"), which amount must (A) not exceed the funds belonging to the Lender (excluding any fees due to LiquiLoans); (B) be held by the Administrator in cash; (C) not exceed the amount of target funding then outstanding for the prospective transaction, as advised by the Website; and, (D) be a multiple of such amount as LiquiLoans may prescribe from time to time on the Website; and (II) press a "confirm" button provided at the relevant section of the Website ("Confirmation").
- (iii) **Term of Lending:** The Lender can lend money for a maximum period of 36 months (3 years) at a time. However, this period is dependent on the terms of the particular Transaction.

(iv) Matching:

- (i) Immediately on closing the loan offer, LiquiLoans will liaison between lender and borrower to sign documents, and complete the requisite legal process required to enable the transaction. After completing the legal formalities / documentation between borrower and lender, loan proceeds shall be disbursed by LiquiLoans within a period 5 -7 working days into borrower's designated deposit account.
- (ii) If the lender fails to abide by his commitment towards disbursement of loan, his name will be delisted and he will not be allowed to carry out any transaction in LiquiLoans portal in future.
- (iii) All gains through LiquiLoans are taxable and hence must be filed as per the rules.

(v) Flow of Funds:

- (i) To ensure secure, fast and smooth transfer of funds with every transaction on the Website, LiquiLoans has opened a "Disbursement Escrow Account" under the trusteeship of the Administrator. The Lender will be required to transfer the amounts he wishes to lend through LiquiLoans, into such Disbursement Escrow Account.
- (ii) Once the loan transaction of the Lender with the particular borrower(s) is confirmed, the Administrator will, on the instructions of LiquiLoans, transfer the relevant amount from the Disbursement Escrow Account directly to the borrower's bank account.
- (iii) LiquiLoans does not have any right to intervene or option to withdraw monies from such Disbursement Escrow Account for its own use. However, LiquiLoans shall have the right to issue instructions to the Administrator for debit to the Disbursement Escrow Account, for the amounts due and payable to it towards its fees, costs, commission, charges, etc. LiquiLoans does not have the right to do any transactions, except for viewing the transactions done through the Disbursement Escrow Account.
- (iv) The Lender shall give instructions, through LiquiLoans, to the Administrator, who in turn will forward such instructions to the escrow bank for execution.
- (v) The Administrator will independently audit the operations of the Disbursement Escrow Account on a regular basis.
- (vi) To ensure secure, fast and smooth transfer of funds with every transaction on the Website, LiquiLoans has also opened a "Borrowers' Escrow Account" under the trusteeship of the Administrator. The Borrowers will be required to transfer the amounts due and payable by them to the lenders, into such Borrowers' Escrow Account. After the loan is disbursed, the borrower will pay the EMIs on or before the stipulated date of every month. If a borrower fails to pay an EMI within a stipulated time, a penalty is levied on the borrower which is payable to the lender. The first EMI shall be payable by cheque or such other mode, as may be decided from time to time. Thereafter, all repayments / EMIs and pre-closure shall be made through an online, automated procedure. Every month the entire EMI amount is collected directly (through auto-debit) from the borrower's account to the Borrowers' Escrow account, from where it gets reflected in respective lender's virtual account displayed on the Website.
- (vii) The Lender shall be eligible to withdraw monies due to him, as displayed in his virtual account and lying to the credit of the Borrowers' Escrow Account, by writing to LiquiLoans and the monies will be transferred to his bank account within specified working day(s).
- (viii) Once the Lender has pre-funded the Disbursement Escrow account with the amount he wishes to lend, he can start lending to the borrowers registered with LiquiLoans. Loan listings are made available to the Lender along with relevant financial, credit and personal details of each borrower. The Lender can use this information to make an informed choice and decide to lend to the relevant borrower. Offers are accepted on first come first served basis. The Lender agrees and acknowledges that as per the extant RBI regulations, a person/institution can lend a maximum amount of Rs. 50,00,000/- (Rupees Fifty Lakhs only) through all peer-to-peer lending platforms and the exposure of a single person to any particular borrower on all the peer-to-peer lending platforms cannot exceed an amount of Rs. 50,000/- (Rupees Fifty Thousand only). The Lender agrees and acknowledges to comply with such extant regulatory requirements at all points in time and inform LiquiLoans as and when it breaches any such threshold. The lender investing more than Rs. 10,00,000 across P2P platforms needs to produce a certificate from a practicing Chartered Accountant certifying minimum net-worth of Rs. 50,00,000.

(vi.) Funding:

- (i) If LiquiLoans shall:
 - A. receive confirmations of offered funds for more than 60% but less than 100% of the Target Funding at the end of the offer period for the prospective Transaction, then you agree that such Transaction shall become legally binding on you and the Administrator will be immediately authorised to release the offered funds to the concerned borrower;
 - B. not receive confirmations of at least 60% of the target funding by the expiry of the offer period, then the offered funds shall not be committed to that Transaction; or
 - C. receive confirmations of more than 100% of the target funding at any time during the offer period, then LiquiLoans will, endeavour to, but shall not be obliged to, process all confirmations on a first-come-first-served basis.

- (II) Any lender whose offered funds form a part of or the whole of any transaction shall be referred to, in respect of that particular Transaction, as a "Relevant Lender". Each Relevant Lender shall have been deemed to have made a separate loan to the concerned borrower (A) in an amount of the offered funds; (B) for the loan term which shall have been deemed to have commenced on the drawdown date; (C) at the agreed interest rate; and (D) subject to the borrower terms & conditions. You are recommended to fully acquaint yourself with the borrower terms & conditions before committing any offered funds under this Agreement.
- (III) No Guarantee: LiquiLoans does not provide any guarantee that (A) the Lender will receive a loan request as a result of posting of a listing; or (B) your money will be committed in a borrower's loan as a result of you confirming an offered fund; or (c) you will receive any rate of return, or any minimum amount of principal or interest or any principal or interest at all;
- (c) **Delayed Funding:** Without incurring any liability on any account, whatsoever, LiquiLoans may delay funding of a particular loan (I) if it foresees any discrepancy in the accuracy of the information provided by the borrowers or lenders; or (II) to identify the new lenders, in case of non-commitment of the chosen lenders for the proposed listing; or (III) In case of delay in deposits by the committed lenders.
- (d) **Cancel Funding / Disbursal:** LiquiLoans reserves the right to verify the accuracy of all information provided to LiquiLoans by eligible listed borrowers and eligible listed lenders, in connection with listings and loans, through any of the available modes including by making a tele-call before, during or after the posting of a listing, or before or after the funding/ disbursal of a loan. In case of any suspected fraud or inaccuracies in the information provided to it, LiquiLoans reserves the right to cancel the funding at any point of time before disbursal.

(e) Transaction Commission:

- (I) On completion of disbursement of every loan transaction, LiquiLoans shall be entitled to charges / fees of a nominal amount, being equivalent to a percentage of the amount lent (excluding GST) with respect to the Lender, for rendering its services. This amount of charges / fees may vary from time to time and will be available / displayed at all points on the Lender's dashboard on the Website, for them to view. The aforesaid charges / fees will be payable to LiquiLoans through such mode, as may be specified from time to time by LiquiLoans and shall be payable in the name of NDX P2P Private Limited.
- (II) There is no charge or fee for browsing on the Website. LiquiLoans may at its sole discretion introduce new services and modify some or all of the existing Services offered. In such an event LiquiLoans reserves the right to introduce fees for the new Services offered or amend/introduce fees for existing Services, as the case may be. Changes to the Fee policies shall be posted on the Website and such changes shall automatically become effective immediately after they are posted on the Website. Unless otherwise stated, all fees shall be quoted in Indian Rupees and be payable to LiquiLoans within such time as shall be specified by LiquiLoans. The processing fee may vary from one Loan to the other. LiquiLoans allows free registration on its Website following which the User will create a Borrower/Investor Account.
- (III) Lender acknowledges and agrees that LiquiLoans reserves the right to book their Loan Servicing fee at platforms discretion on the cumulative investor portfolio, calculated on accrual basis (if any).

5. Repayments:

- (a) The repayment date for the particular transaction will be due on the settlement date as mentioned in the loan agreement. In case of a holiday, EMI will be collected on the next working day. LiquiLoans collects post-dated cheques and NACH forms from the borrower for the EMI amount from the borrowers for the total repayment amount at the time of loan disbursement. Lender's share of the amount (calculated on pro rata basis) is then transferred to their account.
- (b) The borrower is charged a late fee of and penal charges per annum calculated on the overdue EMI, as mentioned in its loan agreement, for every day of continuing default if the EMI payment is not received on the date mentioned in the particular agreement.
- (c) This late fee shall be payable from the date of the default or delay till such date as the EMI along with applicable Interest is repaid by the borrower to the Investor(s). This shall be without prejudice to the Investors' other rights available as per the Loan Agreement and/or under law. Provided that the obligation to pay additional interest shall not entitle the borrower to set up a defence that no event of default has occurred.
- (d) The borrower shall be liable to pay penal charges if any levied by the Bank on account of cheque

bouncing, cheque swapping or on return of any cheque issued by the borrower.

- (e) In the event that the borrower is in arrears of any payment, LiquiLoans is immediately irrevocably authorised by the Lender to refer the matter to a collection agency / law firm / Arbitrator of LiquiLoans' choice and, in so acting, LiquiLoans will be the agent for the Lender.
 - (f) In case a borrower misses an instalment, LiquiLoans will contact the borrower over phone and follow-up on the repayment. In case, the borrower is not reachable over phone, he/she is contacted through e-mail & letter.
 - (g) In consideration of undertaking the process and endeavoring to recover the defaulted amounts and to meet the cost of collection and other expenses, the Lenders agree that LiquiLoans shall have the right to appropriate the late payment fee and the penal charges that may be paid by the borrower.
 - (h) In the event that the collection agency referred above is unable to recover any of the claimed sums from the borrower within Ninety (90) days of their appointed date or in case of default of the borrower exceeds half of the offered funds, whichever is later, the lender shall have a right to elect, by intimation in writing to LiquiLoans, that LiquiLoans deliver to the Lender details of the identity and contact details of the relevant borrower and such further or other information collected with regard to the concerned borrower's association with LiquiLoans, along-with the relevant loan documentation and other additional information which are known to LiquiLoans. In such circumstances, LiquiLoans shall have no further responsibility in respect of the matter in so far as it relates to the Lender's participation in the concerned transaction and the Administrator shall be instructed to remove the concerned transaction from its records in so far as it relates to the Lender, in each case without further claim by the Lender against LiquiLoans or the Administrator.
 - (i) LiquiLoans does not guarantee full or partial collection of money from the borrowers. In case, LiquiLoans is able to collect some amount of money, the collection charges for the same are deducted before depositing the money into the lenders account. The collection charges are paid to the collection agencies.
6. **Prepayment of Loan:** The borrowers may, at any time during the tenure of their loan, prepay the Loan, subject to the conditions mentioned in their respective loan agreement. However, this condition is subject to change, at the sole discretion of LiquiLoans, and can be seen on the Website. These changes may be effective for ongoing Loans as well as new Loans.
7. **Auto Invest:** The Lender shall be able to utilise the autoinvest feature of the Dashboard / Website / as defined in the agreement in the following manner:
- (a) Lenders can choose the LiquiLoans autoinvest feature, which allows Lender to select & execute their lending criteria automatically; which is by giving a mandate to LiquiLoans via the Website / Dashboard / as a duly signed document, without any manual intervention.
 - (b) Once the autoinvest feature is accepted in writing / turned ON by the Lender, their offered funds available in Designated Deposit Account are queued up for lending to various transactions in the marketplace of the Website.
 - (c) The autoinvest engine runs daily at a prescheduled frequency and funds loans per autoinvest lending criteria defined by the Lender.
 - (d) The completed transactions shall be regulated by the provisions of this Agreement.
 - (e) Lender is required to accept the autoinvest terms and conditions and input their lending criteria to use the autoinvest feature.
8. **Re-Lending:** The Lender shall be able to utilise the re-lending feature of the Dashboard / Website / as defined in the agreement in the following manner:
- (i) Lenders can choose the LiquiLoans' re-lending feature, which allows the Lender to select & execute their re-lending automatically i.e., utilize the funds from the repayments made by the borrowers, including principal and interest, if any, for further lending on the Web site, without any manual intervention.
 - (ii) Once the re-lending feature is turned ON / accepted in writing by the Lender; their funds available is queued up for lending to various transactions in the marketplace of the Website.
 - (iii) The re-lending engine runs at a prescheduled frequency and makes disbursements to various new / existing loans
 - (iv) The completed transactions shall be regulated by the provisions of this Agreement.
 - (v) Once the re-lending feature is turned on / accepted in writing by the Lender or its authorised representatives; it would be deemed that the Lender has accepted the terms and conditions as may be applicable to said re-lending on the Website.

9. **Transfer of rights by Lender**

- (a) The Lender ("Transferring Lender") may transfer in whole or in part its rights, title and interest in any transaction ("Transferred Transaction") to any other lender ("New Lender") on the Website.
- (b) The transfer of the transaction will become effective post the consent of both transferring lender and the new lender.
- (c) Upon transferring a Transaction or part thereof pursuant to this clause, the Transferring Lender transfers to the New Lender all of its rights and obligations under the Transferred Transaction.
- (d) The New Lender agrees to be bound by the terms of the Transferred Transaction as if it were the original lender to the Transferred Transaction in place of the Transferring Lender.
- (e) Transferring Lender agrees to release and discharge the borrower from future obligations and liabilities towards itself under the Transferred Transactions, on the basis that the New Lender assumes the future rights and obligations of the Transferring Lender under the Transferred Transaction. Upon such transfer, the borrower of the Transferred Transactions becomes liable to the New Lender.
- (f) **Transfer Fees:** At the time of transfer of the Transaction, the Transferring Lender shall pay a transfer fees to LiquiLoans as prescribed by it from time to time.
- (g) The Borrower's rights and obligations under a Transferred Transaction shall not be adversely affected in any way by such transfer.
- (h) A Lender may also transfer a Transaction to any third party outside the LiquiLoans platform upon obtaining a prior written consent of LiquiLoans.

10. **Licence:**

- (a) LiquiLoans hereby grants you a non-transferable, non-exclusive, revocable, limited license to access and use LiquiLoans' Website during the term of this Agreement solely for the purposes herein. LiquiLoans may, from time to time, update or modify the Website, release new versions of the Website, which may, at LiquiLoans' discretion, be included within the license described above. You shall not be permitted to sublicense or transfer any of your rights and/or obligations hereunder including, without limitation, access to the Website. Subject to this Agreement, LiquiLoans may offer to provide the services, solely for your own use, and not for the use or benefit of any third party. Services shall include, but not be limited to, any services LiquiLoans performs for you, any applications or widgets offered by LiquiLoans that you download from the Website or from third party application stores authorized by LiquiLoans, as well as the offering of any materials displayed or performed on or through the Services.
- (b) You shall not directly or indirectly copy or reproduce all or any part of the Website, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization, uploading, posting, or transmitting any content which constitutes the intellectual property of another party, for which you do not have a right to make available; uploading, posting, or transmitting any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; any action that imposes or may impose (in LiquiLoans' sole discretion) an unreasonable or disproportionately large load on LiquiLoans' infrastructure; or any use of data mining, robots, or similar data gathering and extraction tools. LiquiLoans reserves its right to prevent or restrict access to the Website. Any unauthorized use by you shall terminate the permission or license granted to you by LiquiLoans. Using this Website and by accepting this Agreement you also agree that you shall not hack or hire some third party to hack the Website or even use any other unauthorized means to access any third-party information without written consent of LiquiLoans. You shall in such an event be liable of a criminal offence and LiquiLoans shall institute appropriate legal proceedings to claim damages. In case any misuse of the Website is carried out by a person or entity based out of India, LiquiLoans reserves the right to institute proceedings in accordance with the laws relating to Intellectual Property Rights. You shall use the Website solely for its intended purposes and shall not use the Website for the benefit of any third party except as specifically contemplated under this User Agreement.

11. **Content:**

All content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such content. LiquiLoans cannot guarantee the authenticity of any content or data which users may provide about themselves. You acknowledge that all content accessed by you using the Website is at your own risk and you will be solely responsible and liable for any damage or loss to you or any other party resulting therefrom. For purposes of this Agreement, the term "content" includes, without limitation, any location information, recommendations, reviews, videos, audio clips, comments, information, data, text, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by LiquiLoans on or through the Website. Content added, created, uploaded, submitted,

distributed, posted or otherwise obtained through the Website by users, is collectively referred to as, "user submissions". All contents present on the Website are the exclusive property of LiquiLoans. The software, text, images, graphics, video and audio used on the Website belong to LiquiLoans. No material from the Website may be copied, modified, reproduced, republished, uploaded, transmitted, posted or distributed in any form without prior written permission from LiquiLoans, except that LiquiLoans grants you non-exclusive, non-transferable, limited permission to access and display the web pages within the Website, solely on your computer and for your personal, non-commercial use of the Website. This permission is conditioned on (i) you not modifying the content displayed on the Website, (ii) you keeping intact all copyright, trademark and other proprietary notices, (iii) your acceptance of any terms, conditions and notices accompanying the content or otherwise set forth in the Website, (iv) you agreeing to acknowledge of LiquiLoans as the source, citing the uniform resource locator ("URL") of the page from which the information has been taken.

12. Costs

- (a) It is a condition of being a participant that you agree (i) to be responsible for all of LiquiLoans' costs and disbursements in relation to any Transaction in which you participate to the extent of your participation and (ii) in respect of such Transaction, that any such fees due to LiquiLoans may be deducted from your funds;
- (b) Details of LiquiLoans' costs shall be communicated appropriately to you from time to time and shall be subject to revision by LiquiLoans in its absolute discretion and from time to time. In the event that such revisions are made, LiquiLoans will post a notice of revised costs on its Website / your dashboard prior to such revisions taking effect.

13. Obligations by respective parties:

- (a) LiquiLoans obligations: After closing a loan transaction, LiquiLoans agrees to liaison between the lenders and borrowers to execute the required legal documents which will bind both the parties till the clearance of all the payments. LiquiLoans agrees to engage the services of a collection agency on behalf of the lender in collecting timely payments from the borrower. LiquiLoans assumes no advisory or fiduciary responsibility with respect to lender in connection with the lending.
- (b) Lender obligations:
 - (I) To provide accurate and true information
 - (II) To provide certified true copies for the documents sought
 - (III) Not to share information that may reveal lender's identity in the loan offers
 - (IV) To comply with the provisions of this Agreement, privacy policy and as well any other rules or policies set forth on LiquiLoans' Website, any of which may be amended from time to time by LiquiLoans at its sole discretion.
 - (V) To fund the accepted amount to the borrower without any failure.
 - (VI) To co-operate with LiquiLoans for the information/ documents sought from time to time.
 - (VII) In connection with any loan offers, loans or other transactions involving or potentially involving LiquiLoans, the Lender shall not (i) make any false, misleading or deceptive statements or omissions of material fact; (ii) misrepresent his identity, or describe, present or portray himself as a person other than him (iii) give to or receive from, or offer or agree to give to or receive from, any LiquiLoans lender or other person any fee, bonus, additional interest, kickback or thing of value of any kind, including in exchange for such person's commitment, recommendation, or offer or agreement to recommend or make a commitment with respect to your listing; (iv) represent himself to any person as a director, officer or employee of LiquiLoans, unless being so (v) post anything abusive, harmful content or pictures; which is defamatory to LiquiLoans.
 - (VIII) You are aware of the RBI Regulations that a single lender can fund only a maximum of **Rs.50,000/- (Rupees Fifty Thousand only)** to a borrower across all peer-to-peer lending platforms available in India and that you undertake not to exceed this threshold limit at all times, while you are a participant in www.LiquiLoans.com.
 - (IX) To lend on peer-to-peer lending platforms and have not exceeded the aggregate amount lent / exposure to all borrowers at any point of time across all the peer-to-peer lending platforms available in India prescribed in the RBI Regulations i.e. **Rs. 50,00,000/- (Rupees Fifty Lakhs)**.

14. **Representations, Warranties and Covenants of the Lender:** You represent and warrant that you have all rights to grant such license to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights. You understand that all information publicly posted or privately transmitted through the Website is the sole responsibility of the person from which such content originated; that LiquiLoans will not be liable for any errors or omissions in any content; and that LiquiLoans cannot guarantee the identity of any other users with whom you may interact in the course of using the Website. The Lender hereby represents, warrants and covenants as follows:
- (a) You have read this Agreement and the applicable terms and conditions, and have fully and completely understood the same.

- (b) You acknowledge that the LiquiLoans is not engaged in either grant of loan or borrowing any money from any persons in relation to the services.
- (c) You acknowledge that all loans available on the platform shall first be made available to lenders who have defined their criteria for auto-invest and balance loans which are not subscribed by any lender shall be made available in the market place for other lenders.
- (d) You acknowledge that neither LiquiLoans nor any of its subsidiary or affiliate has any interest in either grant of loan or in borrowing money from a person through the P2P platform.
- (e) You will honour your commitments and not renege on your loan offers after listing it with us.
- (f) You acknowledge that LiquiLoans reserves the right to book their Loan Servicing fee monthly, calculated on accrual basis (if any).
- (g) You will not pester borrowers during the course of or after the completion of the deal. This would include not communicating directly for loan recovery, not pestering about additional details in attempt to personally verify borrower's credentials etc.
- (h) In case of default in repayment of loan by any Borrower(s), you will deal with recoveries through approved legal advisors. LiquiLoans has a fair mechanism adhering to legal procedures as per the law of the land. However, LiquiLoans is just the facilitator and not an intermediary or holder of the funds, and hence is not responsible for the amounts transacted in the course of a deal.
- (i) You are responsible for all and any decision that you have taken to lend through LiquiLoans and LiquiLoans does not take any responsibility for that.
- (j) You acknowledge that the LiquiLoans in no manner warrants or guarantees the performance of a service provider that is providing services with respect to the services being offered by LiquiLoans.
- (k) You acknowledge that LiquiLoans in no manner warrants and guarantees that the borrower of loan has provided all the required information which is true and correct including its address, phone numbers etc. You acknowledge that it is your responsibility to verify the information about the borrower and LiquiLoans is in no manner liable if the information provided by the borrower is untrue or incorrect.
- (l) You will adhere to all laws relating to income tax and pay its taxes on income so generated
- (m) You acknowledge that LiquiLoans is not at all responsible for any claim or damage in case either the person who has agreed to take loan has not taken loan or the person who has agreed to repay the loan do not repay the loan or misrepresents about its financial status or commits a fraud or a cheating or any other such illegal act.
- (n) You acknowledge that you have taken expert advice from a legal consultant or any other expert so required about your status to lend using the services provided by LiquiLoans.
- (o) LiquiLoans holds the sole and absolute right to de-activate the Lender on its own accord if the Lender is suspected or found to be from competition engaging or trying to engage in any malicious activity or even without any reason.
- (p) The LiquiLoans services are not available to persons under the age of 18 or of unsound mind or who are declared insolvent or to any persons suspended or removed from the system by LiquiLoans for any reason. The Lender represents that it is of legal age to form a binding contract and is not a person barred from receiving services or goods under the laws as applicable in India. Further, it is more than 18 years of age.
- (q) The Lender is prohibited from selling, trading, or otherwise transferring their LiquiLoans account to another party, without the express written consent of LiquiLoans. If you do not qualify, you may not use the services provided by LiquiLoans.
- (r) You agree to provide true, accurate, current and complete information about itself as required to be submitted from time to time. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or LiquiLoans has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, LiquiLoans has the right to suspend or terminate your account and refuse any and all current or future use of the services (or any portion thereof). As LiquiLoans enables borrowers to find lenders and lenders to find borrowers, it considers provision of wrong information willingly an act that would constitute misrepresentation, fraud and cheating. LiquiLoans reserves the right to refuse services, terminate accounts, or remove or edit content in its sole discretion. In the event, LiquiLoans finds that the information shared by you is incorrect or that you are in breach of terms or conditions of the Website or you are in default of your agreements with LiquiLoans, then LiquiLoans may add your name and details in the list of persons who are blacklisted from lending through LiquiLoans.
- (s) By providing information or undertaking communications through LiquiLoans, you shall be deemed to have granted to LiquiLoans a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the communication alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sub-licensees.
- (t) You acknowledge that you are aware of all your rights, duties and applicability of various laws including not limited to Money Lending Act, Income Tax Act, or any other statute, or law, which may govern the lending and borrowing of monies within your State of residence or from where you ordinarily conduct your business.
- (u) You have read and understand LiquiLoans' Privacy Policy, the terms of which are posted at the Website and incorporated herein by reference (the "Privacy Policy"), and agree to abide by the Privacy Policy.
- (v) Every effort has been made to ensure, that the information contained on the Website is correct. However, LiquiLoans makes no warranty as the accuracy, comprehensiveness, or correctness of any of

the Service(s) on the Website, and provides all Service(s) on an "as is" basis.

- (w) If you are registered as a lender under any money lenders regulation, you shall disclose the same to LiquiLoans, and provide relevant details as and when required by LiquiLoans. If you fail to disclose the details of your registration or fail to furnish any details, LiquiLoans will have the right to immediately suspend or terminate your membership with it.
- (x) By accepting these Terms as a prospective Lender, you warrant that you are an "Approved Person", namely, that you are:
 - (i) eligible to lend in India and or in the case of a corporation, incorporated in India;
 - (ii) a person above the age of eighteen (18) years and/or eligible to contract per Indian Contract Act, 1872;
 - (iii) eligible to lend on peer-to-peer lending platforms and have not exceeded the aggregate amount lent / exposure to all borrowers at any point of time across all the peer-to-peer lending platforms available in India prescribed in the RBI Regulations i.e. Rs. 50,00,000/- (Rupees Fifty Lakhs).
 - (iv) You are aware of the RBI Regulations that a single lender can fund only a maximum of Rs.50,000/- (Rupees Fifty Thousand only) to a borrower across all peer-to-peer lending platforms available in India and that you undertake not to exceed this threshold limit at all times, while you are a participant in www.LiquiLoans.com platform.
 - (v) You are a person who is not involved in activities which fall under the scope of anti -money laundering and counter terrorism financing legislation and regulations; and
 - (vi) You are a person who is either a salaried employee, self-employed person, independent professional or is engaged in any other occupation or profession for profit or otherwise but whose business is not that of moneylending nor a person who shall be considered as a money lender as per the various Money Lender's Regulations in India (save where you are registered under the Money Lending Regulations applicable to the place of your residence/business or are exempt from registration there under);
 - (vi) You are a person who is not prohibited by any applicable laws from participating in any of the products or services offered by LiquiLoans;

15. **Representation And Warranties of both the Parties:** Each of the Parties hereby represent and warrant the following to the other Party (a) it has all the requisite legal power and authority to execute and deliver this Agreement and perform its obligations hereunder; (b) it shall from time to time, use all commercially reasonable efforts to obtain consent(s), approval(s), order(s) or authorization(s) of, and/or registration(s), licenses, declaration(s) or filing(s) with, any court(s), administrative agency(ies) or commission(s) or other governmental authority(ies) or instrumentality(ies), which are required in connection with the execution, delivery or performance of this Agreement and carrying out of their business, other than those which have already been obtained; (c) The contents of this Agreement are in compliance with all applicable statutes, rules, regulations or guidelines laid down by the relevant authorities; (d) Nothing contained in this Agreement is inconsistent with any other policies, obligations, contracts, agreements or instruments that have been executed by either Party internally, or with third-parties; (e) The Parties agree to abide by all laws in performing their obligations and giving effect to the terms of this Agreement; and (f) The authorised representatives of the Parties signing this Agreement are fully authorised in this regard as per prevailing procedures, and the Parties have completed all required corporate actions necessary to execute this Agreement.

By participating in the program or otherwise using this Website, you hereby acknowledge and agree that LiquiLoans makes no representation, warranty, covenant or guarantee that any funds you lend to a borrower via the Website will be repaid in whole or in part and (b) loans made via the Website are unsecured and you are solely responsible for making any decisions regarding investments without any influence from LiquiLoans.

16. **Use of the Website:**

- (a) LiquiLoans neither originates nor initiates the transmission nor selects the sender and receiver of the transmission nor selects nor modifies the information contained in the transmission. LiquiLoans has no control over the third-party user generated content.
- (b) You agree, undertake and confirm that your use of the Website shall be strictly governed by the following binding principles:
- (c) You shall not host, display, upload, modify, publish, transmit, update or share any information or item that:
 - (i) belongs to another person and to which you do not have any right to;
 - (ii) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic,
 - (iii) paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - (iv) harms minors in anyway;
 - (v) infringes any patent, trademark, copyright or other proprietary rights;

- (VI) violates any law for the time being in force;
 - (VII) deceives or misleads the addressee / Users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - (VIII) impersonates another person;
 - (IX) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - (X) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
 - (XI) shall not be false, inaccurate or misleading;
 - (XII) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; and
- (d) You enable LiquiLoans to use the information you supply us with ("Information"), so that we are not violating any rights you might have in your information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in your Information, in any media now known or not currently known, with respect to your Information. LiquiLoans will only use your Information in accordance with the User Agreement and LiquiLoans' Privacy Policy.
- (e) As a condition of use, you promise not to use the Service for any purpose that is prohibited by this Agreement. You are responsible for all of your activity in connection with the Service.
- (f) LiquiLoans has no obligation to monitor the Website, content, or user submissions. However, LiquiLoans reserves the right to: (i) remove, suspend, edit or modify any content in its sole discretion, including without limitation any user submissions at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content or if LiquiLoans is concerned that you may have violated this Agreement), or for no reason at all; and (ii) to remove, suspend or block any user submissions from the Website. LiquiLoans also reserves the right to access, read, preserve, and disclose any information as LiquiLoans reasonably believes is necessary to: (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce this Agreement, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of LiquiLoans, its users and the public.
- (g) The user shall NOT use this Website or any of the microsites to advertise or perform any commercial, religious, political or non-commercial solicitation, including, but not limited to, the solicitation of users of this Website and/or the microsites to become users of other on or offline services directly or indirectly competitive or potentially competitive with LiquiLoans.
- (h) Without prejudice to the generality of the aforesaid:
- (I) details of any potential transaction posted on the Website will not amount to an offer or solicitation of any nature by LiquiLoans.
 - (II) Any information, projection or assumption included on the Website or generated by LiquiLoans is not intended to give you any legal, financial, taxation or other professional advice.
 - (III) should you propose to lend any money using the Website, you are strongly advised to obtain appropriate independent, legal, professional advice before proceeding.
 - (IV) no warranties or representations (whether express or implied) are made by LiquiLoans or anyone connected with LiquiLoans (including its officers, agents, employees, affiliates and/or advisers) concerning the completeness, accuracy or reliability of any matter stated on the Website or any other information provided by LiquiLoans to you or to any person in connection with any potential transaction or any LiquiLoans' product or service.
 - (V) LiquiLoans is not responsible for any delays or loss of or corruption of data as a result of either the use of the Website by you or your communications over the internet with LiquiLoans, which are entirely at your risk. We will not accept any responsibility for any losses, claims or damages of any kind, whether direct or indirect or special or consequential or otherwise howsoever arising in relation to the foregoing.
 - (VI) You understand, confirm and explicitly affirm that you understand the risks associated with any proposed transaction that shall be effected on this Website and that LiquiLoans does not in any manner guarantees any return and there exists a likelihood of loss of the entire principal in case of default by the borrower. LiquiLoans does not provide any assurance for the recovery of loans or any other amounts related thereto.
17. **Restriction on Use:** Lender represents himself and no third party. Lender is not authorised or permitted to use LiquiLoans to make offers for someone other than himself. All the transactions carried will be solely by lender from his account. A registered lender may also register & participate as borrower on LiquiLoans portal. However, there will be separate accounts for borrower and lender role. If lender participates on the platform as a borrower, any amount in your funding account are subject to set-off against any delinquent amounts owing on any loans obtained by him as a borrower. However, LiquiLoans reserves the right to

decide if a particular lender or borrower can have both accounts at the same time.

18. **Ownership:** Except for the content submitted by the users, any material, content or logos, marks, software on or part of the Service and all aspects thereof, including all copyrights and other intellectual property or proprietary rights therein, is owned by LiquiLoans or its licensors. You acknowledge that the Website and any underlying technology or software on the Website or used in connection with rendering the Services are proprietary information owned or duly licensed to LiquiLoans, except where it is indicated otherwise. You are prohibited to modify, reproduce, distribute, create derivative works of, publicly display or in any way exploit, any of the content, software, marks, logos, and/or materials available on the Website in whole or in part except as expressly allowed under the Terms of Use. You have no other express or implied rights to use, in any manner whatsoever, the content, software, marks, logos, and/or materials available on the Website.
19. **Privacy Policy:**
 - (a) Any personal information collected by LiquiLoans shall not be disclosed to any third party unrelated to the LiquiLoans business unless such a disclosure is authorized or required by law, or you have expressly consented to such a disclosure. However, by executing this Agreement and accepting the terms and conditions as notified from time to time, you grant LiquiLoans an unconditional right to share all or any of your information with LiquiLoans' partners, affiliates, employees and agents for the purposes of this Agreement.
 - (b) We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent and we only use your information as described in the Privacy Policy. We view protection of User's privacy as a very important community principle. We understand clearly that you and your Personal Information is one of our most important assets. Your Information which is stored and processed by us is protected by physical as well as reasonable technological security measures and procedures. If you object to the Privacy Policy in anyway please do not use the Website.
20. **Cancellation by LiquiLoans:** Please note that there may be certain instructions to remit payments or seek rendition of services that LiquiLoans may be unable to accept and will therefore be cancelled. LiquiLoans reserves the right, at its sole discretion, to refuse or cancel any order for any reason. LiquiLoans may also require additional verifications or information before accepting any instruction or registering you as a lender. You may note that negative third -party verification report(s) are crucial factors considered during the funding process. The funding may get rejected at any stage due to lack of information or verifiable information.
21. **Fraudulent Transactions:** In case of fraudulent use of the services of LiquiLoans by you, then LiquiLoans reserves the right to recover the cost of service(s), collection charges and lawyer fees for using the services fraudulently. Further, LiquiLoans reserves the right to initiate legal proceedings against you for fraudulent use of the services and any other unlawful acts or omissions in breach of this Agreement and the terms and conditions.
22. **Limitation of Liability:**
 - (a) In addition to the other limitations in this Agreement, the Lender specifically confirms that:
 - ⓐ LiquiLoans conducts profiling of borrowers based on information known to it. Whilst LiquiLoans will take reasonable steps to verify such information, (A) LiquiLoans makes no warranty that the profile will accurately reflect any matter relating to the borrower and/or the veracity of any information that LiquiLoans obtains from the borrower; and (B) LiquiLoans is not making any representation concerning the Transaction and/or any information that it has derived from the borrower and the Lender accepts and confirms that (i) there is a risk that the borrower profile may be incorrect and (ii) it should not solely rely on the screening grade or other information provided by the borrower to LiquiLoans in committing any offered funds and (iii) LiquiLoans shall have no liability in respect of any losses resulting to the Lender from any incorrect or misleading information being given in respect of any transaction.
 - ⓑ The Lender will be responsible for all legal obligations that may apply anywhere in the world in relation to any transaction in which you participate, including but not limited to any taxation filings and payments to which you may be subject.
 - (b) LiquiLoans, its employees, associates and technology partners, etc make no representations or warranties about the accuracy, reliability, completeness and/or timeliness of any services, portfolio data, monthly factsheets, lender / borrower related data, income tax / legal / compliance related advice, content, information, software, text, graphics, links or communications provided on or through the use of the services or that the provision of the services will be error free and/or uninterrupted. Consequently, LiquiLoans assumes no liability whatsoever for any monetary or other damage

suffered by you on account of the delay, failure or interruption of any services, data or other information in connection with the services; and/or any interruption or errors in the provision / operation of the services. You expressly understand and agree that LiquiLoans and its subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if LiquiLoans has been advised of the possibility of such damages), resulting from the services or any related goods and services. The Lender further, with immediate effect, waives any right which had accrued to him from using the services to initiate any legal action against LiquiLoans. The Lender also acknowledge and understands that the credibility of a lender or a borrower as communicated from time to time is based on the information that is provided to LiquiLoans. In case there is a non-disclosure of information to LiquiLoans of the information, and the judgment of LiquiLoans is impaired and the ratings / analysis / underwriting or credibility of a lender or a borrower is not found to be correct, LiquiLoans shall not be responsible for any claims or liabilities. LiquiLoans in any event is not responsible for any default in return of money that is borrowed from the Lender and the Lender shall have exclusive right to initiate proceedings against the defaulter borrower. LiquiLoans is not obliged to provide any information and support to the Lender. However, the Lender shall not make any claim against LiquiLoans and shall conduct an independent due diligence of the borrower before lending to him. This limitation of liability section shall prevail over any conflicting or inconsistent provision contained in any of the documents comprising this Agreement and the terms and conditions updated from time to time.

- (c) UNDER NO CIRCUMSTANCES SHALL LIQUILOANS, ITS SUBSIDIARIES, EMPLOYEES, OFFICERS, AFFILIATES, DIRECTORS, AGENTS, SUPPLIERS, SHAREHOLDERS, NON EXECUTIVE DIRECTORS OR ITS LICENSORS INVOLVED IN CREATING, PRODUCING, TRANSMITTING OR DISTRIBUTING THE SERVICES, GRANTING OR RECEIVING LOAN FROM A PERSON ASSOCIATED WITH THE LIQUILOANS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM EITHER MISREPRESENTATION, FRAUD, COERCION, BREACH OF TRUST, MISAPPROPRIATION, CHEATING OR FOR ANY OTHER SUCH REASON OF ITS END USERS OR OF THIRD PARTIES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS AND LOSS OF GOODWILL OR LOSS OF INTEREST.

23. **Indemnity:** The Lender agrees to indemnify and hold LiquiLoans (and its officers, directors, agents, subsidiaries, holding company, joint ventures, Administrator(s) and employees) harmless from any claim or demand, including attorneys' fees, or arising out of or related to your breach of this Agreement, the Website terms of use or your violation of any law or the rights of a third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfilment of any of your obligations under this Agreement or arising out of violation of any applicable laws, regulations including but not limited to intellectual property rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. The provisions of this clause shall survive indefinitely beyond the term of this Agreement, and subsequent to termination for any services used or any benefits accrued before termination of the agreement.
24. **Communication:** LiquiLoans is authorised & will communicate with you through any mode using email, SMS, Whatsapp, via the website and telephone or all of them or any other mode. The Lender must mandatorily provide a valid email address and contact telephone and/ or mobile number to LiquiLoans for this purpose. Please note LiquiLoans may not be able to contact the Lender in case your number is part of DNC (Do Not Call) list as generated by TRAI (Telecom Regulatory Authority of India). In this case LiquiLoans requests the Lender to reach out on the defined customer care / investor operations email / mobile no mentioned on the website. When the Lender uses the services or send emails to LiquiLoans, you are communicating with LiquiLoans electronically. You consent to receive communications from LiquiLoans electronically. From time to time, LiquiLoans will also send you marketing material. We use third-party service providers to serve ads on our behalf across the internet. They may collect anonymous information about your interaction with our services. They may also use information about your interactions to target advertisements for goods and services. This anonymous information maybe collected through the use of a pixel tag or any other mode, which is / may be industry standard technology used by most major websites. The Lender agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any / all legal requirements that such communications be in writing.
Any notice, communication or documents by a Party to the other Party may be given by personal delivery, courier, registered post, fax or email at the address mentioned in the description of the Parties. The notice shall be deemed to have been served upon the Party to whom it is meant, upon delivery if delivered by hand; after the expiry of three days if delivered through pre-paid post addressed to the concerned Party; when sent by facsimile upon transmission; and for electronic mail, at the time of being sent. All notices to be delivered to you under this Agreement shall be primarily sent to your latest email address that LiquiLoans has on its records.
25. **DISCLAIMER OF WARRANTIES:** ALL DETAILS OF THE PARTICIPANTS AND THEIR FINANCIAL STATUS, INCLUDED IN OR AVAILABLE THROUGH THE SERVICES ARE PROVIDED FOR USE WITHOUT

WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. LIQUILOANS, ITS SHAREHOLDERS, ITS HOLDING COMPANY, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE INFORMATION OR OTHER MATERIAL BY ANY PERSON IS CORRECT INCLUDING HIS FINANCIAL STATUS OR CAPABILITY OR HAS NOT APPROACHED THE OTHER USER OF THE SERVICES WITH A CRIMINAL INTENT TO EITHER CHEAT OR MISAPPROPRIATE OR DENY ANY OTHER USER OF ITS LEGITIMATE CLAIMS. BY PROVIDING ANY CONTENT, REPRESENTATION OR STATEMENT OF YOUR FINANCIAL STATUS OR YOUR PROOF OF RESIDENCE, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LAWFUL RIGHT TO REPRODUCE AND DISTRIBUTE SUCH CONTENT AND THAT THE CONTENT COMPLIES WITH ALL LAWS AND IS TRUE AND AUTHENTIC AND IS NOT IN ANY EVENT PROVIDED TO DEFRAUD OTHER USERS OR CREATE A FALSE IMPRESSION IN THEIR MINDS THAT YOU HAVE A SOUND FINANCIAL STATUS OR ARE REASONABLY COMMITTED TO DELIVER THE COMMITMENTS ON TIME. YOU ALSO REPRESENT THAT YOU HAVE NOT EVER BEEN ACCUSED TO ANY FRAUD, MISREPRESENTATION OR DEFAULT IN YOUR COMMITMENTS, CLAIMS OR MONIES TO ANY THIRD PARTY WHETHER A FINANCIAL INSTITUTION OR NOT. YOU ALSO REPRESENT THAT THERE ARE NO OUTSTANDING DISPUTES IN CONNECTION WITH YOUR MORAL TURPITUDE OR FINANCIAL STATUS. YOU HEREBY REPRESENT AND WARRANT THAT YOU ARE LEGALLY COMPETENT TO EXECUTE, BE BOUND BY AND ADHERE TO TERMS AND CONDITIONS OF THIS AGREEMENT AND THE TERMS AND CONDITIONS NOTIFIED BY LIQUILOANS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR RISK. YOU AGREE THAT LIQUILOANS SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY YOU IN CONNECTION WITH THE SERVICES OR ANY CONTENT CONTAINED THEREIN OR ANY DAMAGE SUFFERED IN THE EVENT OF DEFAULT OR MISREPRESENTATION BY ANY OTHER USER OF THE SERVICES.

26. **Intellectual Property Rights:** The trademarks, logos and service marks ("**Marks**") displayed in relation to the product & services are the property of LiquiLoans and other affiliate entities of LiquiLoans. The Lender is prohibited from using any Marks for any purpose without the written permission of LiquiLoans or such third party which may own the Marks. All information and content including any software programs available on or through the product & services ("**Content**") is protected by copyright. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any content available in respect of the services for commercial or public purposes. Similarly, the LiquiLoans recognises that all the intellectual property associated with the Lender belongs to you, who is the owner of its trademarks, logos and branding and the LiquiLoans acknowledges that the LiquiLoans does not have any right to modify, or claim any right in any of your intellectual properties. The provisions of this clause shall survive indefinitely beyond the term of this Agreement, and subsequent to termination. You hereby grant LiquiLoans a non-exclusive, royalty free, license to use the logos, name and kyc data in its advertising, literature and websites solely in connection with the marketing and sale/resale of product and services and/ or for statutory / regulatory filings.
27. **Relationship of Parties:** Nothing in this Agreement shall provide the impression that you are an agent or representative of the LiquiLoans, or vice versa. The Parties are independent entities engaging in this Agreement for mutual commercial benefit, and neither Party shall be considered the representative of the other Party, under any circumstances, and neither Party shall be entitled to make any representation, binding or otherwise, or enter into any contract or obligation on behalf of the other Party. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the Parties. This Agreement is not intended and will not be construed to create any rights in favour of and remedies or liabilities against any third parties.
28. **Dispute Resolution, Governing Law and Jurisdiction:** The Parties agree to first mediate any disputes or claims between them in good faith and resolve the disputes amicably and share the cost of mediation equally. In the event that mediation fails, any claim arising out of or relating to this Agreement shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. All hearings will be held at Mumbai, India and shall be conducted in English. The LiquiLoans shall appoint a sole arbitrator to preside over the Arbitration proceedings. This Agreement shall be governed by and construed in accordance with the laws of India. The adjudication of any dispute will be the exclusive jurisdiction of the courts of Mumbai, India.
29. **Term and Termination:**
 - i This Agreement shall be valid from the Effective Date and shall remain valid unless terminated earlier in accordance with the terms hereof. This Agreement can be terminated by LiquiLoans without cause upon giving a prior written notice of 30 (thirty) days to the other Party. Either Party may terminate this Agreement forthwith in the event of any breach of the provisions of this Agreement by the other Party, or pursuant to any deficiency in the obligations to be fulfilled in terms of this Agreement or any breach of applicable law if after giving notice of such breach or deficiency, the same is not remedied within 45 (Forty-five) working days from the date of receipt of such notice. No compensation or damages shall be payable by either Party in the event of such termination but such termination shall be subject to the rights and obligations already accrued in favour or against the respective Parties. Furthermore, this Agreement can be terminated without any notice period with the mutual consent of the Parties.

- i. Further, LiquiLoans shall have a right to terminate this Agreement or any of its services, including but not limiting to in any of the following circumstances:
 - (i) Listing: In the event of any failure to fund the accepted loan offer, LiquiLoans at its sole discretion reserves the right to restrict any further listings from the lender.
 - (ii) Registration: LiquiLoans may at its sole discretion, with or without cause, terminate this agreement and registration with LiquiLoans at anytime by giving a notice to the lender.
 - ii. Consequences on termination of registration: Upon termination of this Agreement and registration with LiquiLoans, all the subsisting loans originated through LiquiLoans shall still hold good and will be completed through their term.
30. **Grievance officer:** In the event you wish to make a complaint regarding any violation of the provisions of this Agreement, you may send a written complaint to the Grievance Officer, who shall handle/ dispose/redress the complaint within one (1) month of the receipt of the complaint. The name and contact details of the Grievance Officer are provided on the Website.
31. **Customer Support:**
LiquiLoans shall provide customer support limited to responding to questions/queries regarding the nature of the Services provided for but not limited to payment, refunds, functionality and feedback. If you have any questions regarding the same you can contact us at:
investor_ops@LiquiLoans.com
32. **Contact:** If you have any questions about this Agreement or the Privacy Policy of LiquiLoans, or if you want to exercise any of the rights that you are given under this Agreement, you can contact us:
info@LiquiLoans.com
33. **Miscellaneous:**
- (a) You agree and appoint LiquiLoans as the custodian of all the documentation relating to your registration and subsequent loan transactions entered on the Website. LiquiLoans will provide all such documents as necessary upon receiving a written request from you.
 - (b) Clause headings are inserted for convenience of reference only and shall not be deemed to affect the interpretation or construction of this agreement or of any clause.
 - (c) LiquiLoans reserves the right at all times to discontinue or modify any of the terms and conditions of its services including this Agreement, as may be deemed necessary or desirable, without prior consent from you. Such changes may include, among other things, the adding of certain fees or charges. We suggest to you, therefore, that you re-read the notice containing our terms and conditions from time to time in order that you stay informed as to any such changes. If we make changes to our terms and conditions and you continue to use our services, you will be deemed to have impliedly agreed to the updated terms and conditions. Any such deletions or modifications shall be effective immediately upon LiquiLoans' intimation thereof. Any use of LiquiLoans services by the Lender after such notification shall be deemed to constitute acceptance by you of such modifications.
 - (d) The Agreement cannot be assigned (nor any duties hereunder be delegated) by you without the express written consent of LiquiLoans. Provided that LiquiLoans may assign this Agreement to any parent, subsidiary or affiliated entity, or any entity which acquires all or substantially all of its assets or business and shall provide you with ten (10) days written notice of such assignment. Any purported assignment not permitted hereunder shall be void. Further, LiquiLoans may assign any of its responsibilities/obligations to any other person without any prior notice to the Lender at its sole discretion. However, you shall not assign, sub-license or otherwise transfer any of your rights or obligations under these Terms to any other party, unless a written consent is taken from LiquiLoans.
 - (e) Notwithstanding the provisions contained herein, no liability shall attach to any Party including third parties, in the event of its failure to observe the terms hereof, if such failure is caused by reasons of, or on account of, or in consequence of any act of God or act of Government, plague, famine, epidemic, fire, storm, floods, war, mutiny, riot, civil commotion, disturbances, power supply disruption, union action, union strikes, extraordinary failure of equipment, port congestion, Government statute or imposition, road blockage accident of vehicle carrying the materials, transporters' strike or any other cause whatsoever beyond the reasonable control of the concerned Party, which would make performance commercially impracticable, whether or not the contingency is of the same class as those listed above.

- (f) No failure or delay by the Parties in exercising any right or remedy provided by Applicable Law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of such or any other right or remedy.
- (g) If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- (h) This Agreement, read with the terms and conditions, as notified by LiquiLoans from time to time, constitutes the entire agreement between the Parties on the subject matter hereof and supersedes all previous negotiations, commitments, writings and representations, written or oral thereto.

THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED ON THE DATE AND PLACE HEREINABOVE MENTIONED.

Signed, Sealed and Delivered by the within named LiquiLoans

  

Authenticated by the Lender named within Schedule I.

SCHEDULE 1

DETAILS OF THE LENDER

| SN | Description | Particular |
|----|---------------------------------|--|
| 1 | Date of Agreement | |
| 2 | Place of Agreement | |
| 3 | Name | |
| 4 | Aadhar Number | |
| 5 | PAN Number | |
| 6 | Date of Birth | |
| 7 | Mobile Number | |
| 8 | Alternate Mobile Number | |
| 9 | Email Address | |
| 10 | Residential Address | |
| 11 | Office Address | |
| 12 | Nature of activities engaged in | |
| 13 | Particulars for Notice | |
| 14 | Details of the Bank Account | (a) Account Number: (b) Account Name: (c) Bank Name: (d) Bank Branch: (e) IFSC code: |

Sample Fee Options/Schemes

| Minimum Holding Period (MHP)* | Indicative Net Pre-Tax Yields** |
|-------------------------------|---------------------------------|
| NIL | Upto 10.50% XIRR |
| 6 Months | Upto 11.50% XIRR |
| 12 Months | Upto 12.00% XIRR |

*Minimum period which a lender agrees to hold the loans before listing on the secondary market for sale

** The available fee/scheme options will be visible to lenders on the dashboard. The lender will need to select from the available scheme options on the dashboard while lending on the platform

| Fee Type | Description |
|---------------------------|---|
| Loan Servicing Fee | <p>If the lender's portfolio's net pre-tax yield is lower or equal to the indicative pre-tax yield (XIRR) scheme selected then LiquiLoans' fees will be Zero i.e. NIL</p> <p>If the lender's portfolio's net pre-tax yield is above the indicative pre-tax yield (XIRR) scheme selected; then LiquiLoans' fees will be the difference of Lender's Actual Portfolio Pre-Tax Yield XIRR Less Indicative Pre-Tax Yield (XIRR) of the Lender</p> <p>Eg: If the Indicative pre-tax yield is 10.50% XIRR and the Lenders portfolio makes a net pre-tax yield (XIRR) of either lower or equal to Pre-Tax Indicative Net Yield of 10.5% XIRR, then LiquiLoans' fees will be Zero i.e. NIL</p> <p>If the Indicative pre-tax yield is 10.50% XIRR and the Lenders portfolio makes a net pre-tax yield (XIRR) of 12.00% XIRR which is higher than the Pre-Tax Indicative Net Yield of 10.50% XIRR, then LiquiLoans' fees will be 12.00%-10.50% = 1.50%</p> |

VOLUNTARY DOCUMENT
AUTO INVEST MANDATE AND FEATURES

(In case of Individual) (*)

I, _____
residing at _____
and having my permanent address at _____

OR

(In case of Non-Individual) (*)

We, _____,
(A Partnership Firm / A Limited Liability Partnership (LLP) / An Association of Person (AOP) / a HUF / a
Company/ a Trust), having office at _____

executed through Mr. /Ms. _____ & Mr. /Ms. _____

(Partners in case of Partnership Firm & LLP / Karta in case of HUF / Trustee(s) in case of a Trust / member(s) in case of AOP / director in case of Company) (hereinafter referred to as "the Lender") hereby wish to opt for the Auto-Invest Lending Feature/Mechanism; the Re-lending mechanism basis which the platform auto-invests / re-lend my/our funds as per my/our below defined lending criteria.

Auto-Invest Criteria selected by me/us:

1. Money lent to a single borrower should not exceed INR. 50,000
 2. Not more than 50% of total money invested on the platform to be allocated to borrowers who are NTC (New To Credit)
 3. Invest in loans which satisfy the other auto-invest criteria as on origination date, if available in the secondary market
 4. Invest in diversified set of loans wherein the average credit bureau score of borrowers (Non-NTC) is not below 600 at the time of investment
 5. Maximum allocation to a single borrower at the time of investment to not exceed 20% of portfolio value or INR. 1,000, whichever is higher
 6. Invest in loans with Max. Tenure of Loans of 36 Months
- a By selecting the above feature, lender understands that the loans meeting the above criteria will automatically be assigned and shown on dashboard depending upon the lender cash available in escrow and lender will have the option to withdraw from specific loans by writing to info@LiquiLoans.com within 24 hours of assignment or prior to disbursement of funds to the borrower specified bank account whichever is earlier.

- b The auto-lending feature is accepted by the lender by signing this voluntary document or via the dashboard, and the lender's offered funds available in Disbursement Escrow Account shall be queued up for lending to various transactions in the marketplace of the Website.
- c The lender agrees to the fact that the auto-lending engine shall run at a prescheduled frequency and shall make disbursements under the loans per the autoinvest lending criteria defined by the Lender.
- d The completed transactions shall be regulated by the provisions of this agreement and are applicable for purchase of both primary and secondary loans
- e The auto-lending feature is accepted by the lender by signing this document or via the dashboard; and it will be deemed that the Lender has accepted the auto-lending terms and conditions defined in the lenders agreement
- f By selecting the autoinvest feature or/and signing this document, lender understand that EMIs received from the assigned loans will be re-lent/re-invested as per the auto-invest criteria defined by the lender
- g The lender agrees to the fact that the re-lending engine runs at a prescheduled frequency and makes disbursements under the loans per the autoinvest lending criteria defined by the Lender
- h The completed transactions shall be regulated by the provisions of this Agreement.
- i The re-lending feature is accepted by the lender by signing this document or via the dashboard; and it will be deemed that the Lender has accepted the terms and conditions defined in the lender's agreement

IN WITNESS WHEREOF, I/us/We hereto have duly accepted the Auto Lending Feature & Re-Lending Feature / Mechanism as of the day and year first above written.

Authenticated by the Lender named within Schedule I.