

[www.iloanz.co.in](http://www.iloanz.co.in) ("iLoanz") is owned and managed by **Arghya Investment Technologies Private Limited**, (hereinafter called "**the Company**") a company incorporated under the Companies Act, 2013 having its corporate office at 802, Tower B, Naman Midtown, Elphinstone (West), Mumbai 400013 and having Corporate Identification Number (CIN) U74999MH2015PTC263971. iLoanz provides a platform to bring together people, companies, etc who are willing to borrow ("**Borrowers**") and companies/entities including NBFCs, banks etc ("**Lenders**") that are willing to lend. iLoanz is interested in engaging the services of Business Partners for identification of Borrowers to market them the lending products available on its platform.

## **ACCEPTANCE OF TERMS & CONDITIONS FOR BUSINESS PARTNER ARRANGEMENT**

By accepting this Terms, You unconditionally consent/agree to these Terms & Conditions for your engagement as Business Partner for rendering the services as may be required by the company. If You do not agree to any of the terms of the Terms here, please refrain from applying for engagement as Business Partner to iloanz.

The Company and the Business Partner are hereinafter referred to individually as a "**Party**" and collectively as "**Parties**".

### **WHEREAS:**

- A. The Company is operating its online lending platform under the name/style/brand "**iLoanz**" (the "**Lending Platform**"), which will focus on and facilitate SME Lending and consumer lending on a pan India basis.
- B. The Business Partner is has represented to the Company that it has the necessary expertise, staff, infrastructure, business premises and facilities for performing the functions, services, operations and the obligations under this Agreement in the most efficient and effective manner.
- C. Relying upon the representations made by the Business Partner, the Parties agree to the engagement of the Business Partner to perform functions, services and operations mentioned as required by the Company towards the Lending Platform on terms and conditions contained herein.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS;

### **1. SCOPE AND APPOINTMENT:**

Subject to the terms and conditions contained in this Agreement, the Parties hereby agree to the engagement of the Business Partner on an exclusive basis for providing the services (hereinafter referred to as the "**Services**") as under as an independent contractor on a principal to principal basis, in the identified territory.

- Identify prospective clients seeking debt raise from the market to enable them to successfully procure any of the products available on the Lending Platform
- Connect and liaise with the prospective clients to obtain requisite documents and upload the same on the Lending Platform.
- Perform all incidental and ancillary activities in relation to the above and as may be required by the Company.

## **2. TERM AND TERMINATION:**

2.1 This Agreement shall be valid for an initial period of one year from the date of acceptance hereof and will stand automatically renewed thereafter on a year to year basis unless terminated earlier in accordance with the provisions contained hereinafter.

2.2 The Company may at any time, terminate the Agreement with at least one month's notice in writing to that effect. However, the Company shall be entitled to terminate this Agreement forthwith at any time without any notice at its sole discretion and without being liable to pay the Business Partner any compensation for such termination, if:

- a) the Business Partner commits any illegality or a breach of any of the provisions of this Agreement or does not perform any of his/her/its obligations; or
- b) the Business Partner maintains or provides the Company with false or misleading or incorrect reports or withholds material information in relation to any aspect of the Services or the provision/performance of the Services in terms of this Agreement;
- c) the Business Partner fails to observe agreed Service standards or fails to provide the Services in conformity with the Company's instructions or procedures; or
- d) the Business Partner (or in case the Business Partner lacks legal personality its constituents/proprietor/partners as the case may be) files for declaration of insolvency or has been ordered to be liquidated or wound up or dissolution proceedings are initiated or if a provisional liquidator or receiver is ordered to be appointed to take possession of its undertakings, business or assets; or
- e) there is change in the ownership or management of the Business Partner without prior written approval of the Company; or
- f) any representation or warranty or declaration made by the Business Partner is found to be breached and/or false and/or misleading; or
- g) in the Company's perception, the activities of the Business Partner are injurious to the interest and goodwill of the Company or its business.

2.3 Upon termination of this Agreement, the Business Partner shall forthwith cease to use any of the Company's property provided and either return or if instructed by the Company destroy to the Company's satisfaction all records, documents, data, information or any other Company property provided to or permitted to be used in relation to the Services by the Business Partner which it possesses.

## **3. INTELLECTUAL PROPERTY RIGHTS:**

The Business Partner unconditionally and irrevocably agrees/acknowledges the Company's exclusive ownership in the Company's trademarks (including the name/brand iLoanz in all its versions/variants), the Lending Platform and all other material and aspects inherent or comprising within the Lending Platform including the software, programmes, source code, material, etc in which any rights subsist including any intellectual property rights. The Business Partner further agrees/acknowledges that nothing stated in this Agreement shall be construed to bestow on the Business Partner and/or its employees/personnel any rights in the aforesaid and undertakes to use or as the case may be ensure its use for the limited purpose of carrying out the Services and not for any other purpose or business strictly during the term of the Agreement.

The Business Partner further agrees that it shall not use any of the Company's aforesaid trademarks or property either individually or in conjunction or in relation to any of its material and/or property including the premises where the Business Partner carries on its business, letter heads, identity cards of its employees, visiting cards, etc or otherwise without the prior approval in writing of the Company which the Company may permit at its sole discretion on a case to case basis

#### **4. COVENANTS OF THE BUSINESS PARTNER:**

In performance of its obligations under this Agreement the Business Partner unconditionally agrees and undertakes that:

- 4.1 it shall identify itself as an authorised representative of the Company only in the manner and to the extent permitted under the Agreement during its term;
- 4.2 it shall perform the Services in a lawful manner and shall not engage in any unfair or misleading practices and in a manner that promotes iLoanz in a positive and growth oriented manner;
- 4.3 it shall not use the name of any other company or organization;
- 4.4 payments/remuneration shall be paid as mutually agreed and as last communicated by the Company.
- 4.5 to disclose to the Company all information and records in its possession regarding performance of any of the Services and related information/data and allow the Company access to the same at all times;
- 4.6 to maintain highest degree of probity, discretion and business competence in its dealings.
- 4.7 be solely liable for and pay all central, state and local taxes, if applicable, and agrees and acknowledges that the Company shall not be liable for payment of the same;
- 4.8 to follow at all stages, proper accounting, reporting and control procedure, including keeping all financial and non-financial records accurate, up to date and complete.

#### **5. BUSINESS PARTNER'S REPRESENTATIONS AND WARRANTIES:**

The Business Partner hereby represents, warrants and confirms to the Company that the Business Partner:

- 5.1 has full capacity, power and authority to enter into this Agreement and to carry out and perform all its duties and obligations as contemplated herein;
- 5.2 has the necessary skills, knowledge, experience, expertise, capital, net worth, adequate and competent personnel, systems and procedures, infrastructure including adequate office space to duly perform its obligations in accordance with the terms of this Agreement and to the satisfaction of the Company; and
- 5.3 confirms that any and all data derived as a results of this Agreement is owned solely by the Company and the Business Partner shall have the limited right to utilize such data for the duration of this Agreement only to enable it to fulfill its obligations under the Agreement.

#### **6. EMPLOYEES OF BUSINESS PARTNER:**

- 6.1 The Business Partner undertakes, represents and warrants that its employees/ contracted personnel (“**Employees**”) shall at all times remain the Business Partner’s Employees over whom the Business Partner shall solely and independently exercise powers and functions of supervision and control without any recourse howsoever/whatsoever to the Company including their adherence to this Agreement.
- 6.2 It is expressly agreed by the Parties that the Company shall not be liable or responsible in any manner nor be liable to pay any monetary compensation in the event of the death or any injury sustained by any Employee in performance of the Services under this Agreement.

#### **7. CONSIDERATION:**

In consideration of performance of the Services, the Company agrees to pay to the Business Partner such consideration as mutually agreed subject to such deductions as is required by any applicable law or exercise of its rights under this Agreement. Payments shall be subject to “Tax Deduction at Source” (“**TDS**”) mandated under the Income Tax Act, 1961 and all other related compliances. The Company shall be entitled to set off or adjust or withhold any amount that may be due to the Business Partner under this Agreement against any money or amount which has or may become due to the Company.

The Company shall be obliged to make payment only upon a prospective customer successfully concluding Products specific finance arrangement and upon disbursement of the entire amount as the case may be, by the Lender. The payment will be made by Cheque/Demand Draft/ online transfer to the bank account of the Business Partner as may have been last intimated in writing to the Company within seven days of receipt of relevant fees by the Company from the Lender for the transaction referred by the Business Partner.

**8. CONFIDENTIALITY:**

The Business Partner understands that the terms and conditions and contents of this Agreement are confidential and undertakes not to divulge the same to any third Party without the prior consent of the Company. Except as may be expressly required by the Company, neither the Business Partner nor any of its Employees or agencies rendering service to them shall directly or indirectly, including without limitation, disclose any data or records confidential or proprietary material of the Company or make available to any third party any information concerning the Services or any information relating to any aspect of the Company's operations, business activities/plans, affairs or infrastructure, to which the Business Partner or any of its Employees or agencies rendering services to them may have gained access.

The Business Partner shall keep all information received from the Company in whatever form as strictly confidential and shall not disclose it to third parties without the prior written permission of the Company. The Business Partner agrees to use reasonable endeavour in safeguarding the Confidential Information and to protect the information with the same standard of care and precaution it shall use for its own confidential information. The Business Partner shall not disclose the Confidential Information to any other person save and except with the express consent prior in writing given by the Company. The Business Partner, however, may disclose such part of the Confidential Information where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that Business Partner has given prior written notice to the Company forthwith it came to learn about such disclosure requirement or the demand for such for disclosure and made all reasonable efforts to protect the Confidential Information in connection with such disclosure.

**9. INDEMNITY:**

9.1 The Business Partner undertakes to indemnify and keep the Company and its officers/ employees indemnified and harmless from and against any actions, suits, claims, proceedings, damages liabilities, losses, expenses or costs faced by the Company due to any breach of its obligations by the Business Partner under this Agreement.

9.2 This clause shall survive expiry or termination of this Agreement and the Business Partner shall continue to be liable under the indemnities.

**10. ASSIGNMENT AND SUB-CONTRACTING**

The Business Partner shall itself perform its obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of the Company.

**11. NOTICES:**

Any communication or document to be made or delivered by one Party to the other pursuant to this Agreement, shall be in English delivered to that other Party at the address provided by the concerned Party.

**12. WAIVER**

No delay in exercising or omission to exercise any right, power or remedy accruing to the Company under this Agreement shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Company in respect of such default or any acquiescence by it in default, affect or impair any right, power or remedy of the Company in respect of any other default.

**13. AMENDMENT:**

This Agreement shall not be amended, altered or modified except by an instrument in writing signed by both Parties.

**14. DISPUTE RESOLUTION**

In the event of any disputes between the Parties, the same shall first be resolved through mutual discussions failing which the same shall be finally settled under the Indian Arbitration and Conciliation Act, 1996 as amended from time to time (the “**Rules**”) by a sole arbitrator appointed by the Company in accordance with the Rules with the venue being Mumbai.

**15. JURISDICTION:**

Courts in Mumbai alone shall have exclusive jurisdiction over any matter arising out of or concerning this Agreement.

**16. SURVIVAL:**

The provisions of Clauses 8, 9, 11, 14 and 15 shall survive termination.

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