BZi GROWTH

Business. Instant. Capital.

MASTER PLATFORM SERVICES AGREEMENT

DRAFT - NOT FOR EXECUTION. This document has not been settled by counsel and must not be signed. It is published so that a prospective client may review the terms intended to be offered and raise objections before they are finalised.

This Master Platform Services Agreement (the "Agreement") is made between BZi Growth ("the Platform", "we", "us" or "our"), a technology and origination services provider, and the business which completes registration on the Platform and whose registration is approved by us (the "Client", "you" or "your").

The Agreement takes effect on the date on which your registration is approved (the "Effective Date") and continues until terminated in accordance with clause 11.

RECITALS

(A) The Client is a micro, small or medium enterprise which raises invoices upon corporate purchasers and wishes to obtain finance against those invoices in advance of their due date.

(B) The Platform provides technology, origination and administration services by which such invoices may be introduced to banks and non-banking financial companies. The Platform does not itself provide credit.

(C) The parties wish to record the terms upon which those services are to be supplied.

IT IS AGREED as follows.

DEFINITIONS

In this Agreement the following expressions have the following meanings:

"Advance"
the sum advanced to the Client by a Lender against an Eligible Invoice, net of the Discount Charge.

"Discount Charge"
the charge levied by the Lender for the provision of the Advance, deducted from the Advance at the point of disbursement.

"Eligible Invoice"
an invoice which satisfies the conditions in clause 6.2 and which has been confirmed by the Purchaser in accordance with clause 6.

"Key Fact Statement"
the statement of charges issued to the Client in respect of a specific invoice prior to acceptance of a quotation.

"Lender"
a bank or non-banking financial company registered with the Reserve Bank of India to which the Platform introduces an Eligible Invoice.

"Onboarding Fee"
the one-time fee payable by the Client upon approval of registration, as published on the Platform’s pricing page.

"Purchaser"
the corporate buyer upon whom the Client has raised an invoice.

"Transaction Charge"
the Platform’s fee in respect of each Eligible Invoice financed, as published on the Platform’s pricing page.

1. APPOINTMENT AND SCOPE

1.1 The Client appoints the Platform to provide the services described in clause 2, and the Platform accepts that appointment, upon the terms of this Agreement.

1.2 The appointment is non-exclusive. Nothing in this Agreement restricts the Client from obtaining finance from any other source, and nothing obliges the Platform to introduce any particular invoice to any particular Lender.

2. NATURE OF THE SERVICES, AND STATUS OF THE PLATFORM

2.1 The Platform shall introduce invoices submitted by the Client to one or more Lenders, assemble and transmit the documentation required by those Lenders, carry out the verification described in clause 5, and administer the process to disbursement and settlement.

2.2 The Platform is not a lender. It holds no licence from the Reserve Bank of India, is not a Trade Receivables Discounting System platform, and is not a factor within the meaning of the Factoring Regulation Act 2011. Every credit decision is that of the Lender alone.

2.3 Funds shall at all times move directly between the Lender and the Client. No sum advanced to the Client shall pass through any account operated or controlled by the Platform, and the Platform shall at no time hold client money.

2.4 The Transaction Charge shall be invoiced by the Platform to the Client separately, and shall not be deducted from the Advance.

3. ELIGIBILITY OF THE CLIENT

3.1 The Platform is available only to enterprises incorporated as companies or as limited liability partnerships. A sole proprietorship is not eligible.

3.2 The Client shall hold and maintain a current Udyam registration and shall furnish its Corporate Identity Number or Limited Liability Partnership Identification Number upon registration.

3.3 The buyer must hold a current credit rating from a SEBI-registered credit rating agency. Financing is assessed on the buyer’s ability to pay, so this is what a lender prices against.

3.4 Not every rating is accepted. Whether a particular credit rating or credit report is acted on is determined in accordance with our terms and conditions and our internal credit policy.

4. DOCUMENTS, REPRESENTATIONS AND ATTESTATION

4.1 The Client shall furnish the documents specified upon registration and such further documents as a Lender may reasonably require thereafter.

4.2 The Client represents and warrants, in respect of each document furnished, that it is a true copy of the Client's own document, that the Client is authorised to furnish it, and that no director, partner or beneficial owner of the Client is a politically exposed person.

4.3 The Platform examines documents by visual inspection only. It does not verify any document against any governmental or statutory registry and gives no warranty as to the authenticity of any document furnished by the Client. The representation in clause 4.2 is the Client's alone.

4.4 The Client shall notify the Platform in writing without delay upon any representation in this clause 4 ceasing to be true.

5. VERIFICATION

5.1 Prior to an invoice being offered to a Lender the Platform shall carry out such checks as it considers appropriate, which may include validation of goods and services tax records and electronic invoice data, detection of invoices previously financed, and a search for existing charges over the receivable.

5.2 Where a check does not pass, the Platform shall report the result to the Client together with the reason, and the Client may correct and resubmit the invoice.

5.3 Certain checks depend upon systems operated by third parties. Where such a system is unavailable the Platform shall record and report that fact, and shall not record a pass.

6. CONFIRMATION BY THE PURCHASER

6.1 No invoice shall be financed unless and until the Purchaser has confirmed it. Confirmation obliges the Purchaser to make payment to the Lender rather than to the Client, and shall be accepted only from a person whom the Purchaser has nominated to the Platform in writing.

6.2 The Client represents and warrants in respect of each invoice submitted that it is genuine, that it is not the subject of dispute, that it has not been financed, assigned or encumbered elsewhere, and that the goods or services to which it relates have been delivered or performed in full.

6.3 A breach of clause 6.2 entitles the Platform to suspend the Client's access immediately under clause 11.2 and to notify any affected Lender.

7. FACILITY LIMITS

7.1 A limit is sanctioned by the partner bank or NBFC, not by BZi Growth, and it is a ceiling rather than a promise to fund any particular invoice - each one is still assessed on its own.

7.2 The lender may review, reduce or withdraw a limit, and will give you notice before doing so. Anything already disbursed is not affected.

7.3 Where more than one lender has sanctioned a facility, the totals add up, but a single invoice is funded by a single lender - so the largest individual limit is what caps one invoice.

8. CHARGES

8.1 The Onboarding Fee is payable once, upon approval of the Client’s registration. It is not levied upon any invoice, is not repeated upon any subsequent invoice, and is not payable again should the Client return to the Platform after a period of inactivity.

8.2 The Transaction Charge is payable in respect of each Eligible Invoice financed. It is expressed as a band, the Client’s position within which is determined by the Platform by reference to the credit rating of the Purchaser and to the regularity of the Client’s dealings with the Platform.

8.3 The Discount Charge is the Lender’s and is deducted from the Advance at disbursement. It does not accrue and is not invoiced to the Client subsequently.

8.4 Goods and services tax is payable upon the Platform’s charges at the prevailing rate and shall be shown as a separate line.

8.5 The charges applicable to a specific invoice shall be set out in the Key Fact Statement issued to the Client before acceptance of a quotation. Where the Key Fact Statement and this Agreement differ, the Key Fact Statement shall prevail.

8.6 No charge applicable to an invoice already accepted shall be varied. A variation to the published charges shall take effect only in respect of invoices submitted after notice of the variation has been given to the Client.

9. DATA PROTECTION

9.1 The Platform’s privacy policy, as published on the Platform, forms part of this Agreement and sets out the personal data collected and the purposes of its processing.

9.2 The Platform shall disclose to a Lender such information as that Lender requires in order to assess an invoice, and only to those Lenders which the Client has asked the Platform to approach. The Platform shall not sell the Client’s data, nor disclose it for the marketing purposes of any third party.

9.3 Consent to the processing of data for the purpose of arranging finance is necessary for the performance of this Agreement. Consent to receive marketing communications is separate, optional, and may be withdrawn at any time without effect upon any other provision of this Agreement.

10. LIABILITY

10.1 The Platform shall perform its obligations under this Agreement with reasonable care and skill, and is responsible for its own acts and omissions.

10.2 The Platform is not responsible for the decision of any Lender to advance or to decline to advance funds, for the rate offered by any Lender, for the failure of any Purchaser to make payment, or for the accuracy of any document furnished by the Client.

10.3 Nothing in this Agreement excludes or limits any liability which cannot lawfully be excluded or limited, including liability for fraud or fraudulent misrepresentation.

11. TERM AND TERMINATION

11.1 Either party may terminate this Agreement upon thirty (30) days’ written notice to the other.

11.2 The Platform may suspend the Client's access to the Platform with immediate effect where it reasonably suspects fraud, where it is required to do so by law, or where a Lender requires it.

11.3 Termination shall not affect any invoice already financed, which shall continue to be governed by the terms upon which it was financed, nor any right or liability accrued before termination.

12. COMPLAINTS

12.1 The Client may raise a complaint in accordance with the grievance procedure published on the Platform, which sets out the person to be contacted and the period within which a response shall be given.

12.2 Where a complaint concerns the lending itself rather than the Platform's services, the grievance procedure of the relevant Lender shall apply, and the Platform shall inform the Client how to invoke it.

13. VARIATION

13.1 The Platform may vary the terms of this Agreement. Notice of a variation shall be given to the Client before it takes effect, together with a reasonable period within which the Client may terminate under clause 11.1 should the Client not accept it.

13.2 No variation shall apply retrospectively to an invoice already submitted.

14. GOVERNING LAW AND JURISDICTION

14.1 This Agreement and any dispute arising out of or in connection with it shall be governed by and construed in accordance with the laws of India.

14.2 The parties shall first seek to resolve any dispute through the complaints procedure referred to in clause 12. Failing resolution, the courts at Mumbai shall have jurisdiction, save that where any law for the protection of a smaller party confers upon the Client a right to bring proceedings in another forum, that right is unaffected.

IN WITNESS WHEREOF

The parties have executed this Agreement on the date first written above, by their duly authorised signatories. Each signatory warrants that they are authorised to bind the party for whom they sign, and that the authority relied on is the board resolution or power of attorney filed with the other party.

FOR BZi GROWTH

BZi Growth [Registered name] [CIN]

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Name:

Designation:

Date:

Place:

Common seal, if any:

FOR THE COUNTERPARTY

[Name of the company, as registered] [CIN]

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Name:

Designation:

Date:

Place:

Common seal, if any:

Witness 1: ______________________________ Witness 2: ______________________________

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