

LENDER REGISTRATION AGREEMENT

This Lender Registration Agreement (hereinafter referred to as the "Agreement") is made and executed at _____ on this ____ day of _____ 20____

BETWEEN

Fintelligence Data Science Private Limited, a company incorporated under the provisions of the Companies Act, 2013, having its registered office at 1-Ajit, khandelwal Layout, Evershine Nagar, Malad West, Mumbai - 400067 (hereinafter referred to as "RupeeCircle" or "Company") which expression shall, unless repugnant to the context or meaning thereof, mean and include its promoters, directors, holding company, subsidiary companies, affiliates, successors and permitted assigns of the One Part;

AND

_____, S/o / D/o _____, residing at _____ (hereinafter referred to as the "Lender") which expression shall, unless repugnant to the context or meaning thereof, mean and include its promoters, directors, holding company, subsidiary companies, affiliates, successors and permitted assigns of the Other Part.

RupeeCircle and the Lender are hereinafter collectively referred to as the "Parties" and individually as the "Party".

WHEREAS;

- A. RupeeCircle, a Non-Banking Financial Company - Peer to Peer Lending Platform (NBFC-P2P), is an online marketplace that connects credit-worthy borrowers seeking transparent, cost-effective short-term personal loans with investors looking for high returns on their investments.
- B. The Lender who intends to invest money through RupeeCircle shall create an account with RupeeCircle by providing basic information such as name, contact details, password, PAN, Aadhaar Number, photo, bank details, and such other information as sought for.
- C. On successful completion of the online registration process, RupeeCircle and the Lender agree to execute this Agreement accepting the terms,

undertakings and covenants contained herein and providing framework for satisfactory relationship between them, also defining the specific rights and obligations of the Parties, and,

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1. In this Agreement (including any recitals, annexure, schedules or exhibits attached thereto), except where the context otherwise requires, the following words and expressions shall have the following meaning:

- I. “Act” means the Reserve Bank of India Act, 1934.
- II. “Non-bank financial company - Peer to Peer Lending Platform” (“NBFC-P2P”) means a non-banking institution which carries on the business of a Peer to Peer Lending Platform.
- III. “RBI Directions” means the Non-Banking Financial Company – Peer to Peer Lending Platform (Reserve Bank) Directions, 2017.
- IV. “RupeeCircle Borrower” is an individual who satisfies the following criteria:
 1. Indian Resident as per the provisions of the Foreign Exchange Management Act, 1999 and the regulations contained therein;
 2. Completed the age of 18 years;
 3. Salaried or self-employed having regular income;

4. Possesses identity proof, income proof and a valid bank account.
- V. “RupeeCircle Lender” is an individual who satisfies the following criteria:
 1. Indian Resident as per the provisions of the Foreign Exchange Management Act, 1999 and the regulations contained therein;
 2. Completed the age of 18 years;
 3. Possesses identity proof and a valid bank account;
- VI. “RupeeCircle NRI Lender” is a non-resident Indian who satisfies the following criteria:
 1. Completed the age of 18 years;
 2. Possesses valid Indian passport;
 3. Possesses a valid Indian bank account (NRI / NRO Account).
- VII. “RupeeCircle Lending Institution” is an RBI listed finance companies or companies formed under the Indian Companies Act or partnership firms or proprietary concerns.
- VIII. “Eligible Borrower” means a RupeeCircle Borrower whose verification is completed by RupeeCircle.
- IX. “Eligible Lender” means a RupeeCircle Lender, RupeeCircle NRI Lender or RupeeCircle Lending Institution whose verification is completed by RupeeCircle.
- X. “Listing(s)” is a loan request by an Eligible Borrower on the RupeeCircle Website.
- XI. “Website” means www.rupeecircle.com.
- XII. “Risk Grade” means the risk category assigned to the Eligible Borrower by RupeeCircle’s in-house underwriting team.

- XIII. “Ask Price” means the consideration sought by the Assignor in respect of the assignment of the Loan(s) sought to be assigned.
- XIV. “Bid Price” means the consideration the Assignee is willing to pay in respect of the assignment of the Loan(s) sought to be assigned by the Assignor.
- XV. “Fair Practices Code” refers to guidelines aimed to provide to all the stakeholders, especially customers effective overview of practices followed by the Company in respect of financial facilities and services offered by the Company to its Customers. This Fair Practices Code has been prepared taking in to account the “Guidelines on Fair Practices Code for NBFCs P2P” issued by the Reserve Bank of India and aims to enable customers to take informed decisions in respect of the facilities and services offered by the Company.
2. References to Articles, Clauses, Recitals, Appendices and Schedules are to articles, clauses, recitals, appendices and schedules to this agreement.
 3. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder.
 4. The plural includes the singular and references to any gender include references to all other genders.
 5. Unless the context otherwise requires, reference to any clause, paragraph or schedule shall mean reference to a clause, paragraph or schedule (as the case may be) of or to this Agreement.
 6. Headings in this Agreement are for convenience of reference only and shall not be used to construe or interpret this Agreement.

7. Lists of examples shall be non-exhaustive and words such as "including" and "in particular" shall not be construed as limiting a wider class of things.

2. COMMENCEMENT

1. This Agreement shall come into effect from the date of execution of this Agreement.

3. SCOPE OF SERVICE

1. The Lender hereby agrees that RupeeCircle is a Non-Banking Financial company – Peer to Peer Lending Platform (NBFC-P2P) which acts as an intermediary providing the services of loan facilitation (including but not limited to profile verification, risk assessment, physical verification, legal documentation, loan monitoring and collections) via online medium or otherwise, and has created a marketplace where borrowers' requirements are listed and investors fund those loans.
2. The Parties agree that the Lender shall register himself with RupeeCircle in accordance with the Board approved policy issued by the Company as amended from time to time in accordance with the provisions of law and guidelines issued under the Act.
3. The Parties agree that the Lender has associated with the Company to avail its services for the purpose of earning returns by investing in high return loans availed by credit-worthy borrowers through peer-to-peer lending.
4. The Parties agree that it shall be upon the sole discretion of the Company, whether or not, to register a Lender on its Website in accordance with its policy and registration / verification process, and the Company's decision in this respect shall be final and binding and the Lender shall not raise any contention / dispute in respect thereof.
5. All investments made under this Agreement shall be made by the Lender by transferring the committed funds into the RupeeCircle

Escrow Account / nodal bank account in accordance with the Fund Transfer Mechanism contained in Clause 9 of the RBI Directions.

6. All repayments of the principal and interest amounts under this Agreement shall be credited directly to the Lender's bank account. The Lender may also opt for the auto-invest service wherein RupeeCircle on his behalf may have his funds auto-invested in one or multiple Listings based on the pre-set custom filters set by the Lender that matches his personal investment strategy. The Lender may also opt for the repaid amount to be re-invested in any other Listings on the Website.

4. REGISTRATION

1. The Lender agrees to register with the Company on the Website by providing basic personal information, fulfilling KYC norms as per the RBI guidelines in this regard and providing documents such as latest passport sized photograph, PAN card, Address proof and cancelled cheque. Once the basic details are uploaded, the Lender must select an appropriate membership plan and complete the registration. On completion of the registration process, the Company's in-house risk assessment team shall verify the information provided and activate the account.
2. The Company shall undertake the verification process as detailed in Clause 5 of this Agreement.
3. Upon successful registration and verification, the Eligible Lender may review various Listings on the Website and may choose to invest in one or multiple Listings and build up their portfolio based on the Eligible Borrower's Risk Grade, interest rate, loan amount, purpose or tenure of the loan, the Eligible Lender's financial goals and risk appetite. The Eligible Lender shall invest a minimum of Rs. 5000/- and may commit funds to single or multiple Listing to diversify risk.

4. The Lender may also use the auto invest service wherein RupeeCircle on his behalf may have his funds auto invested in one or multiple Listings based on the pre-set custom filters set by him that matches his personal investment strategy.
5. The Lender agrees to receive SMS and E-mail alerts posted by RupeeCircle on any new registrations, loan closures, repayments, offers on loans, request from borrowers etc. The Lender is obliged to notify RupeeCircle in the event of any change in the Lender's contact details. The Lender may opt out from receiving SMS transaction alerts by notifying RupeeCircle in writing.
6. The Lender hereby expressly permits RupeeCircle to access, collect and display any public information available in the domain of Facebook / LinkedIn or any other social networking site on their portal. The Lender can however restrict access, collection or display of information by notifying RupeeCircle in this regard.

5. VERIFICATION AND AUTHORIZATION TO OBTAIN CREDIT REPORT

1. RupeeCircle's in-house risk assessment team will verify the information provided by the Lender and upon successful verification, activate the account.
2. The Parties agree that RupeeCircle has the right to revoke the account, in the event any information provided by the Lender is inaccurate or incorrect.
3. In the event of any changes in the information provided by the Lender, the Lender shall promptly notify RupeeCircle of the change, failing which, RupeeCircle, may, at its sole discretion take necessary action including revoking the Lender's account.
4. Lender hereby agrees that documents sought by RupeeCircle at the time of registration or anytime thereafter become part of the official record of RupeeCircle and will not be returned. However,

on closure of the user account RupeeCircle will ensure that the same is destroyed.

5. The Lender shall provide all the details pertaining to the Nominee such as the relationship with the nominee(s) / legal heir(s) with the Lender, their address etc. In the event of death of the Lender, the ownership of his account will be transferred to the Nominee.

6. LISTING

1. Upon successful registration and verification of the Lender, the Parties understand and agree that the Lender shall be entitled to review various Listings, make offers against any of the Listings and receive requests from the Eligible Borrower to fund their Listings through the Website.
2. Any offer made by the Lender against a particular Listing shall remain valid till:
 1. The entire Listing by the Eligible Borrower gets funded or;
 2. The Eligible Borrower withdraws the Listing before the expiry of 15 days from the date on which the said Listing was made (“Listing Period”) or a period of an additional 15 days from the expiry of the Listing Period (“Additional Listing Period”), whichever is earlier, or;
 3. The Lender’s offer, against a particular Listing, is removed by RupeeCircle, in accordance with the Company’s in-built intelligence system, that matches the most favourable offer against that particular Listing, or;
 4. In case the Listing of the Eligible Borrower is withdrawn / cancelled / suspended / terminated by RupeeCircle.
3. The offer once committed by the Lender to any particular Listing can be modified by writing an email to RupeeCircle.
4. The Lender hereby agrees that if he fails to abide by his commitment towards disbursement of loan, his name shall be

delisted from the Website and the Lender shall not be allowed to carry out any transaction through RupeeCircle in the future.

7. VIRTUAL WALLET

1. The Lender may opt for a Virtual Wallet where he may park his money for the purpose of investing his funds. Money may be added in the Virtual Wallet by depositing funds in the RupeeCircle Escrow account / nodal bank account. The Virtual Wallet may also be used;
 0. to park the amount repaid by the borrower for it to be re-invested in any other Listings on the Website, or;
 1. to transfer the repayment amount in his own bank account from the Virtual Wallet.

8. MATCHING OF BORROWERS, COMMITMENTS, LOAN FUNDING AND LOAN TENURE

1. On depositing money in the Virtual Wallet, the Lender may commit his funds to several Listings and start the lending process.
2. The Lender shall invest a minimum of Rs. 5000/- per Listing and may commit funds to single or multiple Listing(s) to diversify risk. An Eligible Lender shall invest a maximum of 25% of the loan amount or Rs 50,000/- per Listing, whichever is lower.
3. In order to invest in a Listing, the Lender may browse through all the Listings on the market place and view their interest rates, terms, Risk Grades and the purpose of the Listing. The Lender may compare all Listings and select those that fit his requirements. The Lender shall enter the amount of investment against a Listing and upon the Listing being fully funded, it shall be frozen and the amount committed by the Lender shall be reserved for that Listing.
4. Immediately on freezing the Listing, RupeeCircle shall liaison between the Lender and the borrower to execute the necessary documents that are required to enable the transaction. After completing the legal formalities / documentation between the

Lender and the borrower, the Lender shall transfer funds through any of the following modes from his bank account via NEFT, RTGS or any other mode of payment as may be specified to the RupeeCircle Escrow account / nodal bank account. The Lender may pre-fund the RupeeCircle Escrow account / nodal bank account. Funds in the said RupeeCircle Escrow account / nodal bank account are non-interest bearing. The loan proceeds shall be disbursed by RupeeCircle within a period of 5-15 working days into the borrower's bank account.

5. If the Lender fails to abide by his commitment towards disbursement of loan, his name shall be de-listed and he shall not be allowed to carry out any transaction on the Website in the future. The Company's decision in this respect shall be final and binding and the Eligible Lender shall not raise any contention / dispute in respect thereof.
6. The income earned by the Lender shall be subject to tax as per the laws prevalent in India, for the time being in force. The Lender agrees to abide by and comply with any requirements specified under the said laws and acknowledges that RupeeCircle shall provide any information sought by the authorities pertaining to any transaction undertaken on the Website upon any such requisition received by the Company from such authorities.
7. **Delayed Funding**
RupeeCircle may delay depositing the funds of a loan if it foresees any discrepancy in the accuracy of the information provided by the Eligible Borrower or Eligible Lender.
8. **Cancel Funding / Disbursal:**
RupeeCircle reserves the right to verify the accuracy of all information provided by Eligible Borrowers and Eligible Lenders, in connection with the Listing 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 of a loan. In case of any suspected fraud or inaccuracies in the information provided to it, RupeeCircle reserves its right to cancel the funding at any point of time before disbursal.

9. Loan Tenure:

The Eligible Lender may lend money for a minimum period of 3 months and maximum for 36 months (3 years) at a time. The loan period shall be in multiples of 3 months. However, this period is dependent on the terms laid down by the Eligible Borrower on the Website. The loan tenure may be amended at any time before expiry of the Listing Period and until the loan amount has not been fully funded. However, the Parties agree that the loan tenure, in any circumstances, shall not exceed 36 months or such other period that may be notified by the RBI in this regard.

9. NO PRINCIPAL PROTECTION

1. The Lender agrees, acknowledges and understands the risks associated with the transactions to be undertaken through RupeeCircle and that there is no guarantee of return and that there exists a likelihood of loss of entire principal in case of default by an Eligible Borrower.

10.FEE AND CHARGES

1. RupeeCircle shall charge a loan servicing fee, documentation fee, account swap fee and other charges, as the case may be, as specified in Annexure - I attached to this Agreement. The same may be revised from time to time and the latest fee schedule shall be available on the Website.

11.LOAN REPAYMENTS

1. Loans repayments are equated in monthly instalments i.e. EMIs, which are distributed among the lenders of that particular Listing in proportion to their investment. A complete returns schedule shall be provided to the Lender.

2. Every month the EMI amount shall be transferred directly to the Lender's bank account. The Lender may also opt to retain the monthly payments in his RupeeCircle account and re-invest the amount in other Listings.
3. In order to safeguard the interest of the Lender, the borrower may pre-pay the loan subject to the condition that minimum 3 EMIs must have been paid.

4. **Interest**

0. Interest rates depends on the credit risk grade of the Borrower. Personalized interest rates are assigned to the Borrower as per his RupeeCircle Risk Grade by an automated credit appraisal system that uses the personal and financial information provided by him to risk-asses and understand the strength of his credit profile. The interest rate thus assigned may range from 12% to 36%. Accordingly, the Lender may choose how he wants to spread his investment.
1. The rate of interest applicable to the loan is compounded monthly and rests on the outstanding balance, namely the balance of loan and unpaid interest and costs, charges and expenses outstanding at the end of the month.

5. **Discharge of Loan**

Upon repayment of the entire loan amount, interest thereon and any other fee and charges, the lender, the Company, the borrower and the co-applicant / guarantor, if any, shall stand discharged of all their obligations.

6. **Secondary Market**

0. The Lender may opt to exit his investment prior to the tenure of the loan. In such a case, the Lender may specify the loans he desires to sell in RupeeCircle's secondary marketplace. The Lender may opt to sell individual loans or his portfolio.

1. Interested Eligible Lenders may make offers once the aforesaid loan or portfolio is listed for sale. Similarly, the Lender may also make offers to purchase loans or portfolios listed on the secondary marketplace.
2. In the event of a sale in the secondary marketplace, RupeeCircle shall charge an 'Exit Load' of Rs. 100 or 1% of the initial investment, whichever is higher. Further, RupeeCircle shall levy 'Document preparation charges' of Rs. 50 to the seller of the loan or portfolio and Rs. 50 to the buyer of the loan or portfolio.
3. Listing of the loan or portfolio in the secondary marketplace shall be for a period of 15 days and for an additional period of 15 days from the expiry of the initial listing period.
4. The Lender agrees and acknowledges that RupeeCircle does not provide a guarantee that the loan or portfolio will be sold and the same depends on availability of the buyer.
5. The seller of the loan or portfolio shall submit his Ask Price, and in the event, the Ask Price is matched with the Bid Price submitted by the buyer of the loan or portfolio, the loan as per the corresponding loan agreement together with all its rights, title and interest and any underlying guarantee in respect of such loan shall be assigned to the buyer pursuant to the acceptance of the terms and conditions contained in the loan assignment agreement.
6. In addition to the risks mentioned in Clause 16 of the Agreement, the Lender agrees and acknowledges that the Ask Price set by the seller of the loan or portfolio may be far above or far below the total value of the outstanding principal and interest due. The Ask Price may significantly impact the income the buyer could expect to receive from the

loan or portfolio and the past performance of such loan or portfolio is not a guarantee of any future results.

7. For portfolio listing, if any investor makes a bid, investment amount will be blocked in amount of Rs.5000 (non-refundable) till the listing is withdrawn from marketplace by seller or transaction gets executed successfully.

12. COLLECTION & REPORTING OF DELINQUENT LOANS

1. RupeeCircle proactively starts communicating with the Borrower 5 days prior to a repayment being due to ensure repayments are made on time.
2. In the event, the cheque is dishonoured or the EMI remains unpaid for 5 days after the repayment is due, RupeeCircle shall make an attempt to contact the delinquent Borrower via Email (first written notice), SMS or Phone.
3. If the ECS or cheque is dishonoured then RupeeCircle shall attempt to contact the borrower to inform and collect the EMI amount and charges, as applicable, proactively.
4. If the EMI is not received within 5-30 days post the repayment due date, further attempts will be made by the collections team to contact the Borrower and arrange for immediate repayment. Notice of adverse credit may also be reported to credit bureaus at this point.
5. RupeeCircle shall issue to the Borrower a 'Due Letter' on completion of 45 days from the date the repayment is due and shall issue a 'Recall Letter' on completion of 75 days from the date repayment is due.
6. If no attempt at resolution is made in the next 30-90 days, the case is then handed to RupeeCircle's Outside Collection Team. However, at this point the aim is still to retrieve repayment, and the

collections team will continue to work with the delinquent Borrower to reach an amicable solution.

7. If no attempt at reparation is made post 90 days of the repayment due, the loan will move into a 'Non-Performing Asset ("NPA")' state, and the case is handed over to an Outsourced Recoveries Team. If applicable, RupeeCircle will also begin legal proceedings on behalf of the Lenders in accordance with the terms of this Agreement. At this stage, the Borrower is classified as a defaulter.
8. To secure the interest of the Lender, or if RupeeCircle deems it so necessary, it may initiate legal proceedings at anytime against the Borrower for the purpose of repayment without necessarily adhering to the process stated in the extant clause.
9. The Legal Arbitration is initiated for amounts of more than Rs 25,000. However, at this point of the aim is to retrieve repayment, and the collections/recovery team will continue to work with the delinquent borrower to reach an amicable solutions.
10. For the amount less than Rs 25,000, the legal arbitration will be initiated only after getting consent of the entire lender who have invested in that particular loan.
11. In case any legal proceedings are initiated by RupeeCircle on behalf of the Lender, all costs incurred directly or indirectly for the purpose of recovery of the dues shall be borne by the Lender.
12. The Parties agree that the process of collection and reporting of delinquent loans may be changed / altered / modified at anytime by RupeeCircle without prior notice to the Lender.

13. RUPEECIRCLE OBLIGATIONS

1. After freezing the Listing either in the Listing Period or Additional Listing Period, RupeeCircle shall liaison between the Eligible Lenders and Eligible Borrowers to execute the required legal documents which will bind both the parties till the clearance of all the payments.

2. RupeeCircle shall be responsible for the actions of its service providers including recovery agents and the confidentiality of information pertaining to the Lender that is available with the service providers.
3. RupeeCircle shall become a member of all Credit Information Companies (“CICs) and submit data (including historical data) to them.
4. RupeeCircle shall disclose to the Lender, details about the borrower(s) including personal identity, required amount, interest rate sought, credit score and details about the all the terms and conditions of the loan, including likely return, fees and taxes.
5. RupeeCircle agrees and acknowledges to:
 0. Keep the credit information (relating to Borrower transactions on the platform) maintained by it, updated regularly on a monthly basis or at such shorter intervals as may be mutually agreed upon between RupeeCircle and the CICs;
 1. Take all such steps which may be necessary to ensure that the credit information furnished by it is up to date, accurate and complete;
6. RupeeCircle agrees and acknowledges to:
 0. Undertake due diligence of the participants i.e. the borrowers and lenders;
 1. Undertake credit assessment and risk profiling of the borrowers and disclose the same to their prospective lenders;
 2. Require and obtain prior and explicit consent of the participant to access its credit information;
 3. Undertake documentation of loan agreements and other related documents;
 4. Provide assistance in disbursement and repayments of loan amount;

5. Render services for recovery of loans originated on the platform.
7. RupeeCircle shall ensure that the staff are adequately trained to deal with lender queries and support in an appropriate manner.
8. RupeeCircle shall ensure that any information relating to the Lender, received by it, is not disclosed to any third party, without the consent of the Lender.
9. RupeeCircle provides for a Board approved policy to address grievances / complaints of the Lender. Complaints shall be handled / disposed of by the Company within such time and in such manner as provided for in its Board approved policy, but in any case not beyond a period of one month from the date of receipt of the grievance / complaint.
10. RupeeCircle shall ensure that the technology driving the Website is scalable to handle growth in its business. Adequate safeguards shall be built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data.
11. RupeeCircle provides for a Board approved Business Continuity Plan in place for safekeeping of information and documents and servicing of loans for full tenure in case of closure of platform.
12. RupeeCircle shall immediately notify RBI in the event of any breach of security and leakage of confidential customer related information. In these eventualities, RupeeCircle would be liable to the Lender for any damages.

14. LENDER OBLIGATIONS

1. To provide accurate and true information that is sought by RupeeCircle for validating documents for the purpose of registration, verification, disbursal, collection, repayment, recoveries, and all other acts specified under this Agreement.

2. To provide certified true copies of the documents sought for in respect of the aforesaid purposes.
3. To comply with the Terms of Use for the website, Privacy Policy and as well any other rules or policies on the Website or any terms and conditions set forth under this Agreement or any other agreement, any of which may be amended from time to time by RupeeCircle at its sole discretion.
4. To fund the committed amount to the Eligible Borrower once the Listing is frozen without any failure.
5. To co-operate with RupeeCircle with the information / documents sought from time-to-time for the purposes mentioned in the Agreement.
6. To provide a certificate to RupeeCircle certifying that his aggregate exposure to all borrowers at any point of time, across all NBFC-P2Ps does not exceed Rs. 50,00,000/- (Rupees Ten lacs) or such other amount as may be prescribed from time to time under the RBI Directions or such other law, rules, regulations or guidelines that may be issued in this regard, from time to time.
7. To provide a certificate to RupeeCircle certifying that his exposure towards the same Borrower at any point of time, across all NBFC-P2Ps does not exceed Rs. 50,000/- (Rupees Fifty Thousand) or such other amount as may be prescribed from time to time under the RBI Directions or such other law, rules, regulations or guidelines that may be issued in this regard, from time to time.
8. The Lender agrees that, in connection with any Listing, his commitments, loans or other transactions involving or potentially involving RupeeCircle, he shall not:
 0. Make any false, misleading or deceptive statement(s) or omit any material fact;
 1. Misrepresent his identity, or describe, present or portray himself as a person other than himself;

2. Give to or receive from, or offer or agree to give to or receive from, any borrower or other person connected to RupeeCircle 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 the Listing;
3. Represent himself to any person as a director, officer or employee of RupeeCircle;
4. Post any content on the website of RupeeCircle, which may be abusive, harmful or defamatory to RupeeCircle and / or to other members on the site, whether textual or pictorial;

15. REPRESENTATIONS AND WARRANTIES:

The Company and the Lender represent and warrant that they have not withheld or misrepresented any material information which could have an adverse effect on any act, transaction or any other aspect contemplated under this Agreement. Each party to the Agreement makes the following representations and warranties with respect to itself, and confirms that they are, true, correct and valid:

1. It has full power and authority to enter into, deliver and perform the terms and provisions of this Agreement and, in particular, to exercise its rights, perform the obligations expressed to be assumed by and make the representations and warranties made by it hereunder;
2. Its obligations under this Agreement are legal and valid, binding on it and enforceable against it in accordance with the terms hereof.
3. The parties to the Agreement warrant and represent to have the legal competence and capacity to execute and perform this Agreement.
4. Lender represents and warrants that:

0. that all information provided by him is accurate and true to the best of his knowledge;
 1. Lender holds a bank account in his own name and will use this account for the purpose of this Agreement;
5. RupeeCircle represents and warrants that:
0. It shall act as an intermediary providing an online marketplace or platform to the participants involved in Peer to Peer lending and shall not raise deposits as defined by or under Section 45I(bb) of the Act or the Companies Act, 2013;
 1. Not lend on its own;
 2. Not provide or arrange any credit enhancement or credit guarantee;
 3. Not facilitate or permit any secured lending linked to its platform; i.e. only clean loans will be permitted;
 4. Not hold, on its own balance sheet, funds received from lenders for lending, or funds received from borrowers for servicing loans etc.;
 5. Not cross sell any product except for loan specific insurance products;
 6. Not permit international flow of funds;
 7. Ensure adherence to legal requirements applicable to the participants as prescribed under relevant laws;
 8. Store and process all data relating to its activities and participants on hardware located within India.

16. RISK ACKNOWLEDGEMENT

1. In addition to other terms and conditions laid down in this Agreement, the Lender acknowledges and confirms that he has carefully considered the risks involved in lending money through

RupeeCircle and that the Lender's participation in any Loan is entirely at the Lender's own risk.

2. The Lender hereby understands that he risks losing any funds which have been loaned, in circumstances where a borrower in whose Listing he has participated, defaults on its repayments, and RupeeCircle shall have no liability to the Lender for any such loss.
3. The Lender acknowledges that by engaging in peer-to-peer lending, he at no time shall be investing money in RupeeCircle.
4. The Parties agree and acknowledge that the Reserve Bank of India does not accept any responsibility for the correctness of any of the statements or representations made or opinions expressed by NBFC-P2P and do not provide any assurance for repayment of the loans lent on it.

17.NO GUARANTEE

1. RupeeCircle does not guarantee:
 0. That the Lender's money shall be invested in a Listing as a result of him making an offer to an Eligible Borrower;
 1. That Lender will receive any rate of return, or any minimum amount of principal or interest on any principal or interest at all;
 2. Full or partial collection of repayment of loan from the Borrowers.

18.RESTRICTIONS ON USE

1. Lender shall represent him as himself and no other third party.
2. Lender is not authorised or permitted to use or avail the services of RupeeCircle to make offers for someone other than himself.
3. All the transactions carried out by the Lender shall be solely by and from himself and from his bank account.
4. An Eligible Lender may also register and participate as an Eligible Borrower on the Website. Separate accounts shall be made for the purpose of being an Eligible Lender and an Eligible Borrower.

19. TERMINATION

1. This Agreement may be terminated:
 0. By mutual written agreement of the Parties;
 1. If any law or regulation or any amendment thereto makes the transaction or the Agreement illegal, or is otherwise prohibited by law or by an order, decree or judgement of any court or governmental body having competent jurisdiction;
2. Termination by Rupee Circle:
 0. RupeeCircle may, at its sole discretion, with or without cause, terminate this Agreement and registration with it, at any time, by giving notice to the Lender.
 1. In case of non-compliance of the Lender's obligations mentioned under Clause 14 of this Agreement, involvement of the Lender in any prohibited or illegal purpose, the Lender's failure to abide by the terms and conditions of this Agreement, or the terms and conditions of RupeeCircle or any law of the land, or upon such determination in connection with registration / loan offer, RupeeCircle may, at its sole discretion, immediately and without notice, take one or more of the following acts:
 1. Terminate this Agreement and registration with RupeeCircle;
 2. Upon termination of this Agreement and registration with RupeeCircle, all loans disbursed and originated from RupeeCircle will still hold good.
 2. RupeeCircle may, by giving notice to the Lender, terminate this Agreement if there has been a material misrepresentation or breach of a warranty or breach of covenant on the part of the Lender.
 3. RupeeCircle may, by giving notice to the Lender, terminate this Agreement if any event or circumstance occurs which, in

the opinion of RupeeCircle, could have a material adverse effect on the fulfilment of the obligations of the Lender under this Agreement.

4. In the event of any failure to fund the loan after commitment, the Lender shall not be eligible to browse any further Listings and his access to the Website shall be restricted.

3. Termination by Lender:

0. A Lender is entitled to terminate this Agreement, at any time, after giving a notice to the Company, provided that;

1. There is no Loan Agreement in force;
2. No outstanding amount in Lender's Account;
3. No funds are allocated for lending to any borrower.

1. If the Lender wishes to terminate this agreement / close his account with RupeeCircle, and the Lender is party to a subsisting loan agreement, or the Lender has funds that are allocated towards any Listing(s), the Lender shall delay the termination of this agreement until the loans are repaid or the committed funds are discharged.

20. CONSEQUENCE OF TERMINATION ON REGISTRATION

1. Upon termination of this Agreement and registration with RupeeCircle, any offer made by the Lender against any Listing(s) which is not funded shall be cancelled.
2. Termination of this Agreement by the Company shall not prejudice the rights of the Lender in respect of repayment of loans which have not been discharged, and RupeeCircle's obligations shall subsist for the loans funded prior to the effective date of termination of this Agreement.
3. Upon termination of this Agreement and registration with RupeeCircle, the Lender's right to offer his funds for any of the

Listings shall be suspended and he shall be restricted to otherwise participate on the Website.

21. RUPEECIRCLE'S RIGHT TO MODIFY TERMS

1. For the reasons specified in Clause 21.2, RupeeCircle reserves the right to modify the terms of this Agreement and / or its Terms of Service and / or its Privacy Policy and / or any other agreement involving the Lender. Such changes shall not apply retrospectively.
2. RupeeCircle will be at liberty to modify the terms mentioned under Clause 21.1, from time to time, without consent of the Lender, due to any of the following reasons:
 0. To make the terms clearer;
 1. To make changes to its products and services, to introduce new products or services or to withdraw products or services that RupeeCircle no longer offers;
 2. To change its existing services owing to the changes and innovation in technology, systems, processes, business procedures and / or policies;
 3. To adopt to changes in law, regulation, industry guidance or a decision of a competent court or any regulation formed by the RBI from time to time.
3. Modifications stated in this Clause shall be communicated to the Lender and also made available on the Website.

22. INDEMNIFICATION

1. Each Party shall, at all times, at present and thereafter, defend, indemnify and hold harmless the other Party, its employees, officers, directors, agents, representatives from and against any and all liabilities, suits, claims, actions, proceedings, losses, damages, judgments and costs, of any nature whatsoever (including Attorney's fees) (each, a "Claim") caused due to non-compliance of the terms and conditions of this Agreement, breach of representation and warranties, beach of covenants, or non-

compliance of any applicable laws and regulations, breach of the confidentiality obligations and infringement of third-party intellectual property rights, damage to any third party's property or body. This clause shall survive the expiry or termination of this Agreement.

23. SEVERABILITY

1. If any provision of this Agreement is determined to be unenforceable in whole or in part for any reason, then such provision or part shall to that extent be deemed deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be in any way affected thereby and any act of omission / commission of the Parties hereto done prior to the provisions being held unenforceable shall be deemed to be valid and / or binding on the other.

24. INTELLECTUAL PROPERTY RIGHTS

1. RupeeCircle and all related logos (collectively the "RupeeCircle trademarks") are trademarks or service marks of the Company. Nothing on the Website shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of RupeeCircle's trademarks displayed on the Website, without the Company's prior written permission in each instance. Lender shall not use, copy, display, distribute, modify or reproduce any of the trademarks found on the Website unless in accordance with written authorization by the Company. RupeeCircle prohibits use of any of the Company's trademarks as part of a link to or from any other site unless establishment of such a link is approved in writing by the Company in advance.

25. LENDER DATA

1. RupeeCircle shall ensure that any information, data, documents, etc. relating to the Lender, received by it, is not disclosed to any

third party, without the consent of the Lender. The Lender hereby agrees and explicitly consents that the Company may disclose such information, data, documents, credit information, etc. of the Lender to the CICs or any other regulatory body pursuant to or required by law or by an order, decree or judgement of any court or governmental body having competent jurisdiction.

26. NOTICES

1. Any notice required or contemplated by this Agreement shall be in writing and shall be transmitted by postage prepaid, or by email, or by registered post with acknowledgement due or by a recognized courier services, to the other Party at the address set out in this Agreement.
2. Either Party may, from time to time, change its address for correspondence of the notices provided for in this Agreement, by giving the other Party not less than 10 day's prior written notice.

27. FORCE MAJEURE

1. No party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control of such party, including but not limited to, Government legislations, fires, floods, explosions, epidemics, accidents, acts of God, wars, riots, strikes, lockouts, or other concerted acts of workmen, acts of Government and / or shortages of materials, hacking, unanticipated technological or natural interference or intrusion, loss or damage to satellites, loss of satellite linkage or any other data communications linkage, loss of connectivity or any other irresistible force or compulsion.
2. The Party claiming an event of force majeure shall promptly notify the other parties in writing and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as

possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder with the utmost dispatch when such cause is removed.

28. ENTIRE AGREEMENT

1. This Agreement constitutes the entire understanding between the Parties and supersedes all previously entered agreements and understandings between the Parties, oral or written. All warranties, undertakings and agreements given herein by the parties shall be binding upon the Parties and upon its legal representatives and estates.

29. DAMAGES NOT AN ADEQUATE REMEDY

1. Without prejudice to any other rights or remedies that the Parties may have, it is acknowledged that damages alone would not be an adequate remedy for any breach of this Agreement and that the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any of the provisions of this Agreement are appropriate remedies.

30. GRIEVANCE REDRESSAL

1. RupeeCircle has laid down the appropriate grievance redressal mechanism within the organization to resolve disputes arising in this regard which ensures that all disputes arising out of the decisions of RupeeCircle's functionaries are heard and disposed of at the next higher level.
2. The Board of Directors shall also periodically review the compliance of the Fair Practices Code and the functioning of the grievance redressal mechanism at various levels of management. A consolidated report of such reviews shall be submitted to the Board at periodic intervals.

3. RupeeCircle shall guide the Lender who wishes to lodge a complaint and also provide guidance on what steps can be taken in case the Lender is unhappy with the outcome.
4. After examining the matter, RupeeCircle shall handle / dispose of the matter within such time and in such manner as provided for in its Board approved policy, but in any case not beyond a period of one month from the date of receipt of the complaint.
5. A Grievance Redressal Officer shall be appointed for the redressal of grievances of the customers including the lenders, in connection with any matter pertaining to business practices, lending decisions, credit management and recovery, who would in consultation with senior management officials oversee the Grievance Redressal Mechanism. The name and contact details of the Grievance Redressal Officer shall be displayed on the Website of RupeeCircle and for the benefits of its customers, the same shall also be displayed prominently on the notice board at its branches / offices where business is transacted.
6. If the Lender's complaint / dispute is not redressed by the Grievance Redressal Officer within a period of one month, the customer may appeal to the Officer-in-Charge of the Regional Office of the Department of Non-Banking Supervision (DNBS) of the Reserve Bank of India (RBI), Mumbai under whose jurisdiction the registered office of RupeeCircle falls. The name and contact details of the Officer-in-Charge of the Regional Office of the DNBS, RBI shall be displayed on the Website of RupeeCircle and for the benefits of its customers, the same shall also be displaced prominently on the notice board at its branches/ offices where business is transacted.
7. The Company shall refrain from interfering in the affairs of the Lender except for the purposes provided in the terms and conditions in this Agreement.

31. DISPUTE RESOLUTION

1. Subject to Clause 29, in the event that any disputes, differences, claims and questions whatsoever between the parties hereto arising out of or in connection with or incidental to or touching this Agreement or the construction or application thereof or any clauses or thing herein contained or in respect of any account and the duties, responsibilities and obligations of either party hereunder or as to any act or omission of any party or as to any other matter in anywise relating to these presents or the rights, duties and liabilities of either party under these presents shall, as far as possible, be amicably settled by mutual discussions.
2. In the event the dispute remains unresolved, such differences or disputes shall be referred to and settled by Arbitration in accordance with the Indian Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The venue of the arbitration shall be at Mumbai. The language of the arbitration shall be English. The arbitration panel shall consist of a sole arbitrator. Each Party shall bear its own cost of arbitration.

32. GOVERNING LAW AND JURISDICTION

1. This Agreement shall be governed by and construed in accordance with law prevalent in India. The Parties hereby agree that the Courts having jurisdiction in Mumbai shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and to resolve any disputes, arising in connection with this Agreement and the Parties hereby submit to the jurisdiction of the Indian Courts.

33. ERROR

1. The Lender authorizes the Company to correct obvious clerical errors appearing in the information the Lender provides to the Company, without the Company requiring to give notice to the

Lender. However, RupeeCircle shall have no obligation to identify or correct such errors.

34. WAIVER

1. No failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof and no waiver by any Party of any breach or non-fulfilment by any other Party of any provision of this Agreement shall be deemed to be a waiver of any subsequent or other breach of that or any other provision hereof. No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

35. MISCELLANEOUS

1. Subject to Clause 21, this Agreement may not be amended for any other reason without the prior written agreement of both Parties.
2. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
3. Any matter not stated in this Agreement shall be dealt with in the manner as may be decided mutually by the Parties in writing.

By agreeing to this agreement, I hereby authorize RupeeCircle appointed agent to sign on my behalf for the loan agreement of amount being lent/invested through RupeeCircle platform.

IN WITNESS WHEREOF THE PARTIES OR THEIR AUTHORISED REPRESENTATIVES HAVE PUT THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED by the)
Within named Company M/s Fintelligence)
Data Science Private Limited)
of the One Part, through its authorised)
representative Mr. _____)

SIGNED, SEALED AND DELIVERED by the)
Within named Lender of the)
Other Part, Mr. _____)

Witness:

- a) Name: _____
Address: _____
Signature: _____
- b) Name: _____
Address: _____
Signature: _____

Annexure I

Fee and Charges

Registration Fee:

Lender Registration fee of Rs 500 inclusive of taxes shall be applicable.

Investment Fee:

Investment Fee of Annualized 1% is charged on the total invested amount from the last EMI of the borrower.

Documentation Charges:

Rs. 50 is charged as document handling charges for every investment made.

Account Swap Charges:

In case of Investor opting to change the account in which EMIs are being received, Investor will need to pay Rs. 250 as account swapping charges. This will be deducted from the next receivable instalment by the investor.

* Government Taxes as applicable and all Rates & Fees are subject to changes.