MOST IMPORTANT TERMS AND CONDITIONS

1. DEFINITIONS

In addition to the terms defined in the text of this document, the following terms and expressions set out below shall, unless the context otherwise requires, have the meanings assigned to them in this Clause:

1.1 "**General Terms and Conditions**" means The South Indian Bank Ltd's General Terms and Conditions for Credit Facilities (general_terms_and_conditions_v2.pdf)which have been read and understood by the Borrower(s)/Guarantor(s), and shall be deemed to be part and parcel of these terms and conditions and are deemed to have been incorporated herein by reference. For evidence purposes in any court of law or arbitration or before any authority, any paper printouts produced by the Bank from its electronic records shall be final and binding on the Borrower and the Borrower waives any objection it may have for the same being produced by the Bank as proof and in such evidence. The General Terms and Conditions and/or any amendment/s thereof shall be deemed to form part of this document and shall be read as if they are specifically incorporated herein and to the extent of any inconsistency or repugnancy, the contents of this document shall prevail over the General Terms and conditions for all intents and purposes

1.2 "Applicable Law" shall mean any statue, regulations, notification, circular, order, ordinance, requirement, direction, guideline, decree, directive, judgment, decision, injunction, license, permit, approval, rule, announcement, and judicial interpretation thereof, and any interpretation of or determination in respect of any of the foregoing, announcement or other binding action or requirement of a Government Authority, or by any State, governmental authority or arbitrator or judicial/quasi-judicial authority or a court of law having the force of law in India and having jurisdiction over the matter in question and binding on a given Person, which has the force of law in India;

1.3 "Application Form" means the application in the prescribed form as submitted by the Borrower to the Lender for seeking the Facility;

1.4 "Borrower" shall mean the entity named and described as Borrower in Schedule 1, who is/are the applicant(s) for the Facility. The Borrower will be liable, to discharge all obligations as per the terms of this MITC;

1.5 "Business Day" shall mean the day, comprising of normal working hours, on which scheduled banks conduct business operations;

1.6 "Cooling Off Period" shall mean the period as specified in Key Fact Statement within which the Facility Amount can be repaid by the Borrower, without any prepayment/foreclosure charges.

1.7 "Designated Bank Account" shall refer to the bank account of Lender, in which the Loan Receivables shall be deposited by the Borrower;

1.8 "Due Date" shall mean the date on which the Receivables are due from the Borrower to Lender;

1.9 "Event of Default" shall mean any event or circumstance specified in Clause 8;

1.10 "Facility Amount" shall mean the total amount sanctioned and disbursed to the Borrower as mentioned in Key Fact Statement;

1.11 "Facility Type" shall mean the type of Facility as defined in Key Fact Statement;

1.12 "Financing Documents" means all documents entered into in relation to the grant of the Facility and include but are not limited to this MITC, Application Form, Key Fact Statement, Annexures, Payment Instruments and all such documents executed by the Borrower or as required by the Lender, as amended from time to time;

1.13 "Government Authority" shall mean any nation or government or any province or state; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of India, any court, tribunal or arbitrator; and, inter alia, includes the Reserve Bank of India;

1.14 "Interest" shall mean the fixed rate of interest levied on the principal amount of the Facility as specified in Key Fact Statement/Sanction Letter;

1.15 "Material Adverse Change" shall mean in the opinion of the Lender (i) a material adverse change in the business, operations or condition (financial or otherwise) of Borrower (ii) a material impairment of the prospect of repayment of any portion of the obligations/Receivables or (iii) Lender determines at its sole discretion, based on its reasonable judgment, that there is reasonable likelihood that Borrower shall fail to comply with one or more of the covenants contained in this MITC or the other Financing Documents;

1.16 "Penal Charges" shall mean the default and/or overdue and/or penal charges to be payable by the Borrower, upon occurrence of Event of Default or in the event of material non- compliance by the Borrower with the terms of this MITC and/or Financing Documents or any part thereof without any liability and without any obligation, at such rate as specified in Annexure A;

1.17 "Prepayment Charges" shall mean the charge levied by the Lender in the event of prepayment of the Facility or part thereof as specified in Key Fact Statement/ Sanction Letter;

1.18 "Processing Fee" shall refer to the fees payable by the Borrower to the Lender upfront and/or in tranches as captured in Key Fact Statement/ Sanction Letter, subject to additional tax liability and other deductions as per the Applicable Law;

1.19 "Receivables" shall mean aggregate of all amounts due and/or payable by the Borrower to the Lender in respect of the Facility availed, including the present and future obligations and liabilities of the Borrower to pay/ repay without limitation, the Facility Amount, Interest, Processing Fee, Penal Charges, stamp duty costs and expenses, liquidated damages, indemnities, any statutory or legislative charges, penalties, if any, in connection with the Facility and all other monies together with reasonable legal fees and court costs, as may be applicable.

1.20 "Repayment Period" or "Facility Tenure" shall mean the period in which any amounts including Facility Amount, Interest, Processing Fee or otherwise, shall be paid in full and final in terms of this MITC as shown in Key Fact Statement/ Sanction Letter.

2. TERMS OF FACILITY

Subject to the terms of this MITC, the Lender shall sanction and disburse the Facility Amount to the Borrower.

2.1 The Bank is desirous of availing certain lending Services (as defined under the RBI digital lending guidelines) from the M/s. Finsall Resources Pvt Ltd ("Company") for the purpose of remote and automated lending process, largely by use of seamless digital technologies for customer acquisition, loan approval, disbursement, and associated customer service and the Company has agreed to provide the Services to the Bank as Lending Service Provider of the Bank for carrying out one or more of Bank's functions or part thereof in customer acquisition, underwriting support, pricing support, servicing, monitoring, recovery of specific loan or loan portfolio on behalf of the Bank in conformity with extant outsourcing and digital lending guidelines issued by the Reserve Bank on the terms and conditions agreed upon between the Parties thereto.

2.2 The Borrower has applied for a Facility for an amount as mentioned in the Schedule herein. Relying on the representations and warranties of the Borrower as contained in this MITC, the Lender agrees to make available to the Borrower the Facility and the Borrower hereby agrees to avail from the Lender the Facility on the terms and conditions contained in the MITC, KFS and Sanction Letter. The Borrower agrees that it shall utilize the Facility only towards the purpose stated in the Schedule to this MITC ("Purpose"). The Borrower further agrees to pay the down payment amount for the said Facility as specified by the Lender.

2.3 The disbursement of the Facility Amount shall be made as per the draw down request letter received by the Borrower directly to the respective Insurance Companies. The Borrower agrees to pay the Equated Monthly Installment with a fixed term with applicable rate of interest as communicated by the Lender and mentioned in the Key Fact Statement/Sanction Letter/ Repayment Schedule.

2.4 In consideration for the Facility, the Borrower shall pay to the Lender, Receivables, on the Due Date and take all necessary steps including signing the requisite authorizations by setting up an automatic transfer, and executing all documents/ applications and providing all such information/ documents as may be required as per the agreed calculations and as specified in repayment schedule that is provided to the Borrower. The Borrower agrees to repay the Receivables and take all necessary steps including signing the requisite authorizations in order to facilitate transfer of Receivables, by setting up an automatic transfer, and executing all documents/ applications and providing all such information/ documents as may be required by the Lender.

2.5 This document shall be valid and binding on the Borrower till the ultimate balance with interest thereon to become payable upon the said loan account including all moneys lent, advanced, paid or incurred together with interest, discount, commission and other banking charges as fixed by the bank from time to time and other costs, charges and expenses which may become payable in connection therewith.

2.6 The Borrower hereby agrees and explicitly consents that the Bank may share/ distribute the information, including personal information provided by the Borrower to its affiliates and subsidiaries, including third parties where Bank deems it necessary, for carrying out the services. Additionally, the Borrower consents to the Bank using such personal data, documents, information provided for giving credit report and credit opinions for Bank's own consumption.

2.7 The Borrower hereby acknowledges and consents that the Bank is entitled to maintain the loan account at a Bank Branch convenient for operations as it deems fit and Borrower does not have any objections for the same. The same shall not, by default, confer any jurisdiction to the place where such Branch is situated, unless the Bank desires to pursue the legal recourse from the Courts having jurisdiction over such place.

2.8 The Borrower voluntarily opt for e-signature of loan documents through Aadhaar verification, and submit to the Bank Aadhaar number, Virtual ID, e-Aadhaar, Aadhaar details, demographic information, identity information, Aadhaar registered mobile number, (collectively, "Aadhaar related Information"). The Borrower is informed that Bank will share related information as applicable with its Service providers- Digiotech Solutions Private Limited which shall be used for carrying out digital execution of loan documents through Aadhaar based e-signature. The Borrower hereby authorize and give informed consent to the Bank (and it's all service providers), for the following informed purposes: for establishing my identity, carrying out my identification, demographic or other authentication/verification/identifications as may be permitted as per applicable law, for carrying out Aadhaar based e-signatures on this loan documentation in connection with the loan availed/to be availed from the Bank

2.9 The Bank reserves the right, at any time, to modify/alter any of the terms & conditions of the facility. The Borrower authorizes the Bank to assess GST transaction data, the Credit Bureau report *etc* and other related information of the Borrower. The Borrower shall be solely responsible to ensure that the registered mobile number or email as shared to the Bank as part of accessing the platform is/are kept confidential and not revealed/ disclosed to any third party, including any person claiming to represent the Bank, or its agents and shall take all possible care to prevent discovery of the registered mobile number or SMS or email by any person. Such transmission methods involve the risk of possible unauthorized alteration of data, documents, information *etc* unauthorized usage therefore for whatever purposes and/ or virus attacks and are susceptible to a number of frauds, misuse, hacking, malicious, destructive or corrupting code, programme or macro which could affect the online facility for such utilization. This could result in delays in the processing or failure in the processing of such requests and the Bank shall not be responsible for the same. The Borrower shall exempt the Bank from any and all responsibility/ liability of such misuse or virus attacks/ transmission and shall not hold the bank responsible/liable therefor. Also, that in no event shall the bank be liable for any losses due to loss or improper or unauthorized use of the data, documents, information *etc* disclosed on the online platform and the Borrower shall be solely responsible for the same.

3. INTEREST AND DUES

3.1 The Loan, interest, compound interest, default interest, any other charges, dues and monies payable, costs and expenses reimbursable, as outstanding from time to time and whether any of them due or not, are hereinafter collectively referred to as "Outstanding Balance". The Borrower shall pay interest on the Loan, the unpaid due interest and all other outstanding charges and monies (except the default interest), at the rate of interest specified in the Key Fact Statement/Sanction Letter hereto, on the outstanding daily balance from the date of Disbursement, compoundable at monthly rests. The Bank in its sole discretion would be entitled to change the said rate of interest from time to time including on account of changes made by the Reserve Bank of India, which would be intimated to the Borrower(s) and would be binding upon the Borrower(s). The Borrower shall also pay and bear all interest tax, if any, as applicable from time to time. In case of any default, the Borrower shall without prejudice to Bank's other rights and remedies, pay penal charges as applicable in Annexure A

3.2 The Borrower shall pay the Receivables to the Lender along with all the outstanding dues and other charges as applicable and that no notice, reminder or intimation shall be given to the Borrower by the Lender regarding its obligation to pay the Receivables.

3.3 If the Borrower makes a delay in repayment of Receivables, and any outstanding dues in relation to the Facility Amount, then without prejudice to any rights of the Lender under this MITC or any other Financing Documents, the Borrower pay the Lender Penal Charges and at the rate as specified in Annexure A. The Borrower expressly agrees that the Penal Charges are the fair estimate of the loss likely to be suffered by the Lender by reason of such default on the part of the Borrower. The payment Penal Charges shall not absolve the Borrower of the other obligations including to make timely payments.

3.4 The Borrower understands and acknowledges that any dispute in the Interest computation and/or the Processing Fee (as applicable) that may be raised to the Lender shall not entitle the Borrower to withhold any payments towards applicable Receivables and shall remain liable for repayment of the applicable Receivables under the terms of this MITC. The Borrower shall pay Interest on the principal amount of the Facility calculated in the manner prescribed in repayment schedule.

3.5 The Borrower is aware and confirms that Lender shall, at any time and from time to time, be entitled to change the Interest Rate, at its sole discretion, and may do so after intimating the Borrower in accordance applicable law and RBI guidelines and notifications with respect to the same. The Lender shall ensure that changes in Interest rates and charges are effective prospectively, with effect from the date mentioned in the notice/ communication to the Borrower.

3.6 The principal amount under the respective Facilities shall always include and/ or shall deem to and include also the interest calculated and debited to the loan account with rests mentioned hereinabove as well as all other charges, costs etc. debited in the account of the Borrower from time to time cumulatively.

3.7 The Borrower agrees to service the interest as and when debited in the account

3.8 All statutory dues applicable in respect of the Facility (including any direct and indirect taxes) will be payable by the Borrower as per Applicable Law.

4. MODE OF PAYMENT AND REPAYMENT

4.1 The repayment of applicable Receivables on time is the essence of the MITC. The Borrower acknowledges that it/she/he has understood the method of computation of the repayment amount as applicable under the Receivables and as specified in the repayment schedule and shall not dispute the same.

4.2 The Borrower shall make the payment through UPI Autopay/ECS/NACH Mandate (“Prepayment Instrument”) from Borrower owned account directly to the Lender.

4.3 The Borrower shall be entitled to prepay the Facility Amount, either partly or fully, by paying the Prepayment Charges, as set out in Key Fact Statement/Sanction Letter.

4.4 The Borrower shall be entitled to a Cooling Off Period as specified in the Key Fact Statement/ Sanction Letter. The Borrower shall be liable to pay the applicable proportionate interest/charges/fees (other than prepayment/foreclosure charges) as per the Key Fact Statement/ Sanction Letter during the Cooling Off period.

4.5 The Borrower further confirms that in the event if the Payment Instruments has not been activated due to any reasons, then in that case the Borrower shall be liable to repay the Receivables through NEFT and/or IMPS. Additionally, the Borrower shall immediately provide the revised NACH Mandate in case of rejection of the NACH Mandate so provided by the Borrower from time to time.

4.6 Notwithstanding anything contained in this MITC, the Borrower understands and acknowledges that the availability or non-availability of sufficient funds in the Borrower’s bank account provided at the time of onboarding or any other account used for the payment of Receivables shall not release or relieve the Borrower of its obligation to pay the Receivables and that the Borrower and Co-Applicant shall continue to be liable to ensure that payment of the Receivables is made to the Lender on each of the Due Date(s). Further, the Lender is entitled to deposit and encash the Payment Instruments deposited with the Lender and/or provided to the banker of the Borrower on the respective Due Dates, to recover the Facility and/or the Receivables and all other sums payable under the Financing Documents.

4.7 Unless otherwise agreed to by the Lender, any payments due and payable under this MITC and made by the Borrower shall be appropriated towards the outstanding Receivables at the absolute discretion of the Lender.

4.8 The Borrower further agrees that in the event if the insurance so provided has been cancelled and/or revoked for any reasons by the insurance company, the amount so received as a refund shall not be considered as full and final settlement towards the Facility Amount. The Borrower shall be liable to repay the entire Facility Amount to the satisfaction of the Lender.

4.9 In the case of Event of Default, the Lender may exercise the lien or right of set-off with respect to any obligation of the Borrower to the Lender against any security, Receivables or monies, if any, of the Borrower in the Lender's possession or custody whether for safe- keeping or otherwise. If such right of set off is to be exercised, the Lender shall give notice in any form permitted under this MITC, to the Borrower with full particulars about the remaining claims and the conditions under which the Lender is entitled to retain the aforementioned security, Receivables or monies until the relevant claim is settled/discharged.

5. INDEMNITIES AND COSTS

5.1 The Borrower shall fully reimburse and compensate the Claims as incurred by the Lender within thirty (30) Business Days of the demand thereof from the Lender, whichever is earlier.

5.2 The Borrower undertakes to indemnify and keep the Lender and its officers/employees fully indemnified and harmless at all times from and against any and all the consequences of breach of any of the terms, condition, statements, undertakings, representations and warranties of this MITC as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs (hereinafter referred to as "Claims") faced, suffered or incurred by the Lender including costs suffered by the Lender in defending any suit, application or proceeding against the Lender or any of its officers, employees or agents. Similarly, in the event of any claims being made on the Lender, on account of any breach of warranty, representations, non-compliance of any Applicable Law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made by Borrower or its employees, agents, being false, the Borrower undertakes to pay on first demand made by Lender of any amount on this account without any demur, reservation, contest, protest whatsoever within Fifteen (15) working days of the demand being made.

5.3 The indemnification rights of the Lender under this MITC are independent of, and in addition to, and shall be without prejudice to, any other rights and remedies available to the Lender under Law(s) or in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby. The indemnification obligations of the Borrower shall also survive termination of this MITC, until the receipt of all applicable Receivables in full and final to the satisfaction of the Lender, and shall be deemed to be continuing and in full force and effect, subject to Applicable Law.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each Party represents and warrants to the other Party that:

6.1.1 it has the legal right, power and authority to execute and deliver this MITC and to perform its obligations as stated herein. The execution and delivery of this MITC has been duly authorised and approved and does not require any further authorisation or consent of any third party;

6.1.2 upon execution, this MITC shall be a legal, valid and binding obligation enforceable in accordance with its terms against it; and

6.2 The Borrower additionally represents and warrants to the Lender that:

6.2.1 The details as set out in Annexures and all documents submitted by the Borrower under this MITC are true and correct and will constitute valid and binding obligations of the Borrower;

6.2.2 It is not entitled to sovereign (or any other) immunity for itself or any of its properties, assets, revenues or rights to receive income from any contract, suit or from the jurisdiction of any court, from execution of a judgment suit, execution, attachment or other legal process in any proceedings in relation to this MITC.

6.2.3 There is no event or occurrence which could be said to have a Material Adverse Effect on it, or assets exists.

6.2.4 The execution and performance of this MITC and the other related documents are private commercial acts, and it shall not be entitled to claim any immunity from any suit, execution, attachment or other legal process in relation to this MITC or other related documents.

6.2.5 There are no legal proceedings pending or threatened, or any written notices received by it which would result into any legal proceedings, in India or any other jurisdiction (a) against it (b) any of its properties or rights (c) relating to its businesses or operations or (d) regarding the legality or enforceability or effectiveness or validity or performance of any clearance that has been obtained.

6.2.6 Authorize the Lender to make any enquiries regarding the Borrower application and make any queries/verification with any other finance company/bank/credit bureau agencies/ account aggregator/statutory bodies etc. as may be required or as they may deem fit and shall not hold the Lender (or any of its group companies or its/their agents/representatives) liable for use/sharing of this information. Except to the extent disclosed to the Lender, no director or a relative/near relation (as specified by RBI) of a director of a banking company (including the Lender) or a relative/near relation (as specified by RBI) of a senior officer of the Lender (as specified by RBI) is the applicant(s), or of the Lender subsidiary, and/or holding company, and/or group company.

6.2.7 The Borrower hereby undertakes to keep the Lender informed of any change in the Borrower's e-mail ID, telephone number, mobile number and address. The Borrower authorizes the Lender to update the contact information change that the Lender may be informed of and hereby authorizes the Lender to contact the Borrower at the updated contact details, by post, phone, e-mail, SMS/text messaging.

6.2.8 The Borrower hereby represent, warrant and confirm that the purpose of this Facility is personal consumption and also agree and undertake to utilize the Facility only for the purpose mentioned in Key Fact Statement/Sanction Letter only and that the Facility shall not be used for any of the following purposes such as (i) Illegal & antisocial activity; (ii) Purchase of gold in any form including primary gold, gold bullion, gold jewelry, gold coins, units of Gold Exchange Traded Funds (ETF) and units of gold Mutual Funds; (iii) Speculative investment in real estate; (iv) Investment in securities, debentures or the stock markets; (v) Money lending activities; (vi) Speculative activity not mentioned above; or (vii) Any other activities for which the Facility is not extended.

6.2.9 the Borrower has the power and authority to execute, deliver and perform this terms & conditions and the same does not conflict with any Law, constitutional document, any other documents to which the Borrower is a party.

6.2.10 The Borrower confirms that his/her Nationality is Indian.

6.2.11 all accounts and financial statements furnished by the Borrower to the Lender have been prepared in accordance with accounting standards and practices in force in India and present true and fair financial position of the Borrower.

6.2.12 All statutory dues and taxes have been paid (save and except as disclosed in writing to the Lender).

6.2.13 If the Borrower provides deemed address proof, then within 3 months from date of disbursal, the Borrower will share the updated Officially Valid Document (OVD) with the current address

6.2.14 except to the extent disclosed to the Lender: (i) all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis; (ii) is not a director or specified near relation of a director of a banking company; (iii) is not a specified near relation to any senior officer of the Lender.

6.2.15 that neither the Borrower nor any other person benefiting in any capacity in connection with or from this document and/or any instruments and/or payments thereunder is a Specially Designated National (SDN) and/or otherwise sanctioned, under the sanctions promulgated/issued by India and/or any other country from time to time (collectively, the "Sanctions"). This representation will continue to remain valid till the repayment of all amounts under this terms and conditions and conclusion of the underlying transaction pursuant to this document .

6.2.16 All representations and warranties of the Borrower contained herein shall survive the execution, delivery and/or termination of this document and until the Facility has been repaid in full.

6.2.17 The Borrower will be deemed to have renewed each of these representation and warranties every time it avails the Facility under this document t.

7. COVENANTS

7.1 Positive Covenants The Borrower covenants and undertakes that, during the entire term of the MITC and/or so long as any Receivables is outstanding and until full and final payment of all money owing hereunder, the Borrower shall:

7.1.1 Utilise the Facility only for the purpose granted, as mentioned in the application form

7.1.2 Ensure strict compliance with the terms of this MITC, including payment of the Facility Amount and all Receivables owing to Facility in accordance with the terms under this MITC.

7.1.3 Ensure to honour all Payment Instruments when presented for payment by the Lender and will not take any steps, which in any way could affect payment to the Lender including without limitation (a) issuing any stop payment instructions, or (b) change/closure of account from which any Payment Instruments given to the Lender were issued, or (c) changing the signatories of the account or names thereof from which any Payment Instruments given to the Lender were issued.

7.1.4 Promptly inform the Lender of any material litigation, arbitration or other proceedings or any adverse circumstances that impact the financial position or affect the Borrower, it premises and/or property and/or assets, forthwith upon the same being instituted or threatened by any person whatsoever including if making a claim for money against the Borrower, or enforcing against the Borrower any facility or indemnity given by the Borrower.

7.1.5 Promptly inform the Lender of the occurrence of any Event of Default, as defined herein, or of the occurrence of an event which, with the passage of time or the giving of notice would become an Event of Default, and also, where applicable, of the steps being taken to remedy the same, and will, from time to time, if so requested by the Lender, confirm in writing that save as otherwise stated in such information, no default and/or non-compliance has occurred and/or is continuing.

7.1.6 Pay regularly all statutory dues including taxes, assessments, dues, duties, penalties (if any) levies and impositions as may, from time to time, be payable to any government or statutory or regulatory body or authority as per Applicable Law.

7.1.7 Perform, on request of the Lender, such acts as may be necessary to carry out the intent of this MITC.

7.1.8 The Borrower agrees that the Lender shall have the right to disclose information relating to the Borrower to: (a) its subsidiary, associate or affiliate entities; (b) any person (including without limitation any government authority) that requires such information to be disclosed under Applicable Law or as per the requirements of any government authority; (c) its auditors or any professional advisors; (d) any agents, referral parties, third party service providers and all such persons as the Lender may deem necessary for the purposes of granting or facilitating the providing of the Facility; (e) any person with whom the Lender may enter into any transfer, assignment, participation or other similar agreement in connection with the Facility; (f) other banks and financial institutions, subject always to Applicable Law, especially if the Borrower has availed any finance from such bank; and (g) any credit information bureau, Central KYC (CKYC), information utilities, as maybe applicable and/or any other agency authorized in this behalf by the Reserve Bank of India or any other authority as applicable. The Borrower hereby agrees and gives consent to the Lender to disclose all or any such: (a) information and data relating to it; (b) the information or data relating to its obligations under any facility granted/ to be granted by the Lender and any security provided by it to the Lender; (c) information and data relating to a default and/or non-compliance, if any, committed by it; and (d) other information and data as the Lender may deem appropriate and necessary, to disclose and furnish to any agency authorized in this behalf by Reserve Bank of India or any other authority. In the event the Borrower defaults/ fails to make a payment under the Facility, then the Lender and the Reserve Bank of India will have an unqualified right to disclose or publish the details of such default and/or non-compliance and the name of the Borrower (including its directors) as the case may be, as defaulters, in such manner and through such medium as the Lender or as the Reserve Bank of India may determine.

7.1.9 Promptly notify the Lender of a declaration of an Event of Default by any lender with respect to a loan/ financing availed by the Borrower or where the Borrower is a guarantor or a security provider.

7.1.10 Prior to disbursement of the Facility, complete and provide to the Lender the action item listed in Schedule 3 (each a "Condition Precedent"), to the satisfaction of the Lender. It being clarified that a failure to complete the Condition Precedent action item shall entitle the Lender to stop the disbursement of the Facility. The Borrower declares that all applicable Receivables payable under this MITC with respect to repayment of the Facility Amount, and other due amounts shall be through legitimate sources and does not/shall not constitute an offense of money laundering under the Prevention of Money Laundering Act, 2002.

7.2 Negative Covenants

7.2.1 The Borrower covenants and undertakes that during the term of the MITC the Borrower shall not without the prior written consent of the Lender:

7.2.1.1 Do or omit to do and not permit any act, matter or thing which would cause any of the representations and warranties, under this MITC, if repeated immediately prior to any disbursement of the Facility, to be untrue, inaccurate or misleading and immediately notify the Lender in writing of any such fact or circumstance which might cause any of the representations and warranties set forth in Clause 8 to be untrue or misleading, or of any material adverse effect which may occur in relation to the Borrower;

7.2.1.2 Make any amendments, to any of the information or details of the Borrower as set out in the application form and/or Schedule 1;

7.2.1.3 allow any actions or enter into or give effect to any agreements, arrangements or understandings that may lead to a change in control/ change in management control of the Borrower;

7.2.1.4 dispose/ transfer/ encumber any of its assets (other than in the ordinary course of business) or in any other way;

7.2.1.5 enter into any compromise or arrangement or restructuring or settlement with any of its financial creditors; or

7.2.2 No suit has been filed against the Borrower or any of the firms/ companies in which Borrower are partners/ directors/member for recovery of any amount.

7.2.3 No account of the Borrower or its group companies has been classified as SMA (Special Mention Account) or declared NPA/ settled by giving rebate/ OTS by any bank/ Financial Institution.

7.2.4 Borrower is not under any caution/defaulter list issued by RBI.

7.2.5 The Borrower covenants and undertakes that during the term of the MITC the Borrower shall with prior intimation to the Lender:

7.2.5.1 Open any new bank account in any form or manner with any bank or financial institution in India and/ or outside India, without the prior written intimation to the Lender;

7.2.5.2 borrow monies from financing institutions and/or lenders; or

7.2.5.3 agree, authorise or otherwise consent to any proposed settlement, resolution or compromise of any litigation, arbitration or other dispute with any person.

8. EVENTS OF DEFAULT & CONSEQUENCES THEREOF

8.1 The occurrence of any of the following events, or events similar thereto, or in the event of material non-compliance by the Borrower with the terms of this MITC and/or Financing Documents, shall each constitute an event of default ("Event of Default") and consequently the Lender shall have the right to terminate this MITC immediately:

8.1.1 If the Borrower fails to ensure payment of any Receivables under this MITC on Due Date and/or in the manner specified;

8.1.2 The breach of, or omission to observe, or default by the Borrower in observing any of its covenants, obligations or undertakings under this MITC and/or in respect of any portion of the Facility or any term, condition, provision including any covenant, representation or warranty contained in this MITC;

8.1.3 An application seeking declaration of insolvency and/or bankruptcy of the Borrower is filed before any tribunal/ authority as per the Applicable Law;

8.1.4 There occurs any event or situation, including but not limited to events or situations having any Material Adverse Effect, as determined by the Lender, on the financial or other condition or operations or prospects of the Borrower, which in the opinion of the Lender is prejudicial to the interests of the Lender;

8.1.5 In the event of any criminal conviction against the Borrower more specifically the promoters of the Borrower;

8.1.6 It becomes illegal/ unlawful, or the Applicable Law prohibits the Lender from participating in and providing a Facility;

8.1.7 If the Borrower threatens or makes an announcement/ declaration to cease or ceases to carry on its business.

8.1.8 Any material license, clearance, approval or authorisation in relation to the business of the Borrower is revoked, withdrawn, terminated or suspended;

8.1.9 The Borrower using the Facility or any part thereof for any purpose other than for which it was sanctioned;

8.1.10 The Borrower appearing on the Reserve Bank of India's list of defaulters and ECGC's caution list;

8.1.11 Any governmental authority having condemned, nationalized, seized, or otherwise expropriated all or any part of the assets of any of the Borrower;

8.1.12 Any financial indebtedness of the Borrower is not paid when due, any financial indebtedness of the Borrower is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an Event of Default (however described), or any creditor of the Borrower becomes entitled to declare any of its financial indebtedness due and payable prior to its specified maturity as a result of an Event of Default (however described;

8.2 On the question of whether any of the events/circumstances have occurred/happened which could constitute an Event of Default, the decision of the Lender shall be final, conclusive and binding on the Borrower and if there is any term and/ or a condition which is subject to interpretation then such interpretation shall be assigned to the terms and conditions which is in the beneficial interests of the Lender, and the Borrower hereby unconditionally and irrevocably agrees to the same. Without prejudice to any other provisions of this MITC, if an Event of Default occurs in respect of any demand facility entered into between the Lender and the Borrower, it shall be deemed as if an Event of Default has occurred herein, even if the Borrower has performed all his obligations here under, and the provisions of this MITC shall apply as if an Event of Default has occurred in respect of all the Facility.

9. **CONSEQUENCES OF DEFAULT**

9.1 On and at any time after the occurrence of an Event of Default which is continuing the Lender may at its sole discretion, by notice to the Borrower:

- cancel its commitment;
- accelerate the Receivables and declare the Receivables to be payable immediately;
- recover the outstanding Loan Receivables against the Facility Amount through either the Digital Collection Accounts or by depositing the Payment Instruments for encashment as per recovery mechanism outlined in this MITC;
- require the Borrower to refund all cost, charges and expenses relating to the Facility;
- cause the liquidation of the Borrower and file an insolvency application before the relevant courts/ tribunals in accordance with Applicable Law;
- exercise any or all of its rights, remedies and powers under this MITC or under Applicable Law, including reporting the default and/or material non-compliances to relevant agencies/ authorities.

9.2 Notwithstanding the above, the Lender shall have the right to pursue all remedies available to them under Applicable Law, including reporting the default to relevant agencies/ authorities.

9.3 The Parties agree that all costs and expenses in relation to this MITC for enforcement or while exercising any of their rights under this MITC by the Lender of shall be borne solely by the Borrower. The Borrower acknowledges and authorizes the Lender to disclose all information and data relating to any defaults in repayments committed by Borrower to credit information companies. The Borrower also acknowledges and authorizes such information to be used, processed by the Lender, credit information companies and/or RBI as they may deem fit and in accordance with Applicable Laws.

10. **TERMINATION**

This MITC shall be effective from the Effective Date and shall continue till the entire Receivables have been repaid to the Lender. The Borrower shall not be entitled to terminate this MITC without approval from the Lender till such time the no claims letter has been issued by Lender.

11. **SMA/ NPA CLASSIFICATION**

In case of default in repayment/payment of the Facility Amount and/or Receivables by the Borrower to the Lender, and such default continues, the Lender shall be entitled to classify the Borrower account as Special Mention Accounts (“SMA”) or Non-Performing Asset (“NPA”) in terms of the extant Reserve Bank of India (RBI) guidelines. An illustration of the classification of accounts as SMA or NPA as per the extant RBI guidelines is furnished as Schedule 5 to this MITC.

12. **RECOVERY**

Bank shall be entitled at its discretion to engage/ avail of, at the risk and cost of the Borrower, services of any person /third party service provider/agent/agency, for anything required to be done for/ in relation to/ pursuant to the Loan, including collections, recovery of dues, enforcement of security, getting or verifying any information of the Borrower/ assets, and necessary or incidental lawful acts/ deeds/ matters and things connected thereto, as the Bank may deem fit.

13. **ASSIGNMENT**

The Lender reserves the right to assign/ sell/ securitize the Facility, in any manner, by transferring and/or assigning or otherwise all its right, title and interest which the Lender deems appropriate and the Borrower hereby expressly agrees that in that event, the Lender is not required to obtain any permission or give the Borrower any notice. The Borrower hereby unconditionally agrees and acknowledges that Lender shall have right to create, in full or in part, any charge, lien or hypothecation by way of security interest or otherwise or any third party interest whatsoever in respect of the receivables of Lender without any notice/intimation to the Borrower.

14. **SEVERABILITY**

The Borrower acknowledges that each of its/ his/ her obligations under the Financing Documents is independent and severable from the rest.

15. **GRIEVANCE REDRESSAL**

Borrowers can forward their grievances through the following channels

a) Calls to customer care@ 1800-102-9408,1800-425-1809, Customer Care Centre Email ID – customercare@sib.bank.in
b) Email to - nodalofficer@sib.bank.in
c) Visit Bank's Website https://www.southindianbank.bank.in/ For Complaint Registration https://www.southindianbank.bank.in/help-desk/complaint-registration
d) Letter addressing to Nodal Officer. All grievances in respect of Fair Practice Code will be addressed to the Nodal Grievance Redressal Officer

If any complaint lodged by the borrower against the Bank or the Company engaged by the Bank is rejected wholly or partly by the Bank , or the borrower is not satisfied with the reply; or the borrower has not received any reply within 30 days of receipt of complaint by the Bank , the said borrower can lodge a complaint over the Complaint Management System (CMS)9 portal under the Reserve Bank-Integrated Ombudsman Scheme (RB-IOS)10 or send a physical complaint to “Centralised Receipt and Processing Centre, 4th Floor, Reserve Bank of India, Sector-17, Central Vista, Chandigarh - 160017” as per the grievance redressal mechanism prescribed by the Reserve Bank.

16. **NOTICES**

Any notice or other communication to be given or made pursuant to this MITC shall be in writing and shall either be delivered personally by hand or sent by courier, registered or certified mail or e-mail. Such notice and other communication duly given shall be deemed to be effective, if sent by (a) personal delivery, upon delivery at the address of the relevant party; (b) post (with acknowledgment of receipt), when received; (c) reputed overnight courier service, 2 (two) Business Days after the date of dispatch.

17. G**OVERNING LAW AND JURISDICTION**

1. This MITC and the other Financing Documents shall be governed by and construed in accordance with the laws of India. Any dispute or difference or claims that arises between the Parties or any of them

concerning the Financing Documents or any condition herein contained or as to the rights, duties or liabilities of Parties hereto or any of them either during the continuance of the Financing Documents or after termination or purported termination hereof shall be referred to a sole arbitrator, appointed by the Bank and Borrower from the list provided herein. The parties jointly agree that the 1st mentioned person in the panel of arbitrators annexed herewith shall be appointed as the sole arbitrator for resolving the disputes if any with respect to the matters connected with the agreement or other related matters. It is further agreed by the parties jointly that if the 1st named person is unable to perform his functions or for other reasons fails to act without undue delay or the parties jointly agree for the termination of his mandate as arbitrator, the 2nd person in the panel of arbitrators annexed herewith shall be substituted /appointed as the sole arbitrator for resolving the disputes if any with respect to the matters connected with the agreement or other related matters. It is further agreed by the parties jointly that if the 2nd named person is also unable to perform his functions or for other reasons fails to act without undue delay or parties jointly agree for the termination of his mandate as arbitrator, the 3rd person in the panel of arbitrators annexed herewith shall be substituted /appointed as the sole arbitrator for resolving the disputes if any with respect to the matters connected herein or other related matters. The place of arbitration shall be at Thrissur, Kerala State or such other place as the Bank may determine.

; Provided that nothing contained herein, shall limit the right of the Bank to take proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not and the Borrower irrevocably submits to and accepts for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Borrower irrevocably waives any objection it may have now or in the future to the laying of the venue of any proceedings and any claim that any such proceedings have been brought in an inconvenient forum. The arbitration proceedings shall be conducted in English language. The Parties agree and confirm that the arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. It is agreed between the Parties, hereto that nothing contained in Section 17 of Arbitration & Conciliation Act, 1996, shall in any way, affect the right of the Lender or preclude the Borrower to / from seek / seeking such interim relief /s in any Court of competent jurisdiction, including interim relief under section 9 of the Arbitration & Conciliation Act, 1996, and the rules framed thereunder. The award of the Arbitrator shall be a written award and shall be final, conclusive & binding on all the Parties whether on question of law or of fact.

18. **MISCELLANEOUS**

18.1 Nothing in this MITC shall be construed to create any relationship of a partnership, joint venture or employment between the Parties or to make a Party an agent of the other Party for any purpose.

18.2 The Borrower shall promptly on the request of the Lender, provide the Lender with certified copies of any authorisation required to enable it to perform its obligations under this MITC and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of this MITC.

18.3 Borrower's liability for repayment of any dues under the Financing Documents and/or Receivables shall, in case where more than one Borrower have jointly applied for any Facility, be joint and several.

18.4 This MITC sets forth the entire terms and conditions between the Parties with respect to the subject matter herein and supersedes and cancels any and all previous understandings, representations and terms and conditions of whatever nature between the Parties with respect to the matters covered herein. This MITC may be amended only in writing signed by the Parties hereto.

18.5 If any provision or part of a provision of this MITC shall be or be found by any authority or court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this MITC, all of which shall remain in full force and effect.

18.6 The Borrower expressly recognizes and accepts that Lender shall, without prejudice to its rights to perform such activities itself or through its office employees, be entitled and has full power and authority so to appoint one or more third parties (hereinafter referred to as "Lending Service Providers") as Lender may select and to delegate to such party all or any of its functions, rights and power under Financing Documents, as applicable relating to the sourcing, identity and verification of information pertaining to the Borrower administration, monitoring of the Facility, collections and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, contacting Borrower, receiving cash/ cheques/ drafts/ mandates from the Borrower in favour of the Lender.

18.7 The Borrower/s hereby specifically authorize the Bank to debit account/s for the EMI, documentation charges ,processing Fee and other charges, Pre/Part Payment and/or Foreclosure charges and stamp duty charges as mentioned in the KFS herein or in the latest schedule of charges published by the bank from time to time .The Borrower/s have understood that they are authorised to cancel/amend this mandate by appropriately communicating the cancellation/amendment request to the Bank where they have authorized the debt.

18.8 The Borrower acknowledges that the financing transaction hereunder gives rise to a relationship of debtor and creditor as between him/ her and Lender and not in respect of any service rendered/to be rendered by Lender. Accordingly, the provisions of the Consumer Protection Act, 1986 shall not apply to the transaction hereunder.

18.9 Those Clauses that by its nature should survive expiration or termination of this MITC shall remain in effect after the expiration or termination of this MITC such as Confidentiality, Indemnity, Repayment etc .

18.10 No waiver by a Party of any breach of any provision of this MITC or of a failure or failures by the other Party to perform any provision of this MITC shall be construed or shall operate as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of such provision or as a waiver in respect of any other or further failure whether of a like or different character.

18.11 All rights and remedies of the Parties shall be in addition to all other rights and remedies available at law or in equity including but not limited to civil, criminal, tortious or temporary and permanent injunctive relief.

18.12 This MITC may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) instrument.

18.13 In the event any signature to this MITC is delivered by a Party by facsimile transmission or by e-mail/ electronic delivery of a .pdf format data file, such signature shall create such Party's valid and binding obligation with the same force and effect as if such facsimile or.pdf format signature page were an original thereof. An electronic PDF of an executed counterpart of this MITC shall be deemed an original. At the request of any Party, each other Party will re-execute original forms thereof and deliver them to the requesting Party. No Party will raise the use of a facsimile machine or other electronic transmission or electronic execution as a defence to the formation or enforceability of a contract and each Party forever waives any such defence.

18.14 Each Party confirms that it understands the English language and has read and understood and accepted the terms of this MITC.

18.15 The Bank shall have the right to appoint an auditor to conduct audit at the discretion of the Bank in the event of the Borrower's account being classified as red flagged account. The purpose of such audits is to ensure compliance with regulatory norms of RBI vide circular ref - RBI/DOS/2024-25/118 DOS.CO.FMG.SEC.No.5/23.04.001/2024-25 dated 15.07.2024. Further in cases where the audit report submitted remains inconclusive or is delayed due to non- cooperation by the Borrower, Bank shall conclude on status of the account as a fraud or otherwise based on the material available on record basis the internal investigation/ assessment of the Bank.

18.16 (i) Borrower confirm that borrower(s) are eligible under applicable law to avail the Facility, (ii) Borrower consent to avail and use the Facility as per the terms and conditions set out herein; and (iii) Borrower consent to receive communications, notices and information from the Lender and its service providers, authorized Facility Agents etc. (whether through SMS, emails, phone calls, automated phone calls or by any other means) and (iv) Borrower also consents that the data so provided by him shall be shared on need-to-know basis by the Lender with its service providers, authorized Facility Agents, and such other parties as specifically mentioned in the Terms and conditions, Privacy Policy and other documents of the Lender ,

18.17 The Borrower voluntarily opt for e-signature of loan documents through Aadhaar verification, and submit to the Bank Aadhaar number, Virtual ID, e-Aadhaar, Aadhaar details, demographic information, identity information, Aadhaar registered mobile number, (collectively, "Aadhaar related Information"). The Borrower is informed that Bank will share Aadhaar number/Aadhaar registered mobile number with its Service providers and NeSL/UIDAI, for authentication of Aadhaar data, demographic details, registered mobile number and identity information, which shall be used for carrying out digital execution of loan documents through Aadhaar based e-signature. The Borrower hereby authorise and give informed consent to the Bank (and it's all service providers), for the following informed purposes: for establishing my identity, carrying out my identification, , demographic or other authentication/verification/identifications as may be permitted as per applicable law, for carrying out Aadhaar based e-signatures on this loan documentation in connection with the loan availed/to be availed from the Bank.

(List of Arbitrators)

Sl. No.	Name of the Arbitrator	Address of Arbitrator
1	Adv. Sheen Jose	1stFloor, TK Tower, Karthyayani Temple Road, Ayyanthole Ground, Ayyanthole PO, Thrissur Pin 680003.
2	Adv.Smijosh K M	DYFI Corner, Ayyanthole P.O, Thrissur-680003
3	Adv. M.V. Sabu	Prince Tower, Kombara, Market Road, Cochin – 18.