

This **Agreement of Mandate for Advisory Services** is in connection with certain business discussions between

The Aaronsson Organization,

1ST PARTY,

having its identifying information specified in Schedule 'A' hereinbelow attached,
(hereinafter called the 'ADVISOR', which expression, unless repugnant to the context herein, shall mean and include himself/itself, his/its principal, his/its associates, partners, heirs, executors and legal representatives, etc),

AND

Client / FUNDEE Entity's Legal Name,

2ND PARTY,

having its identifying information specified in Schedule 'B' hereinbelow attached,
(hereinafter called the 'FUNDEE'), which expression, unless repugnant to the context herein, shall mean and include himself/itself, his/its principal, his/its associates, partners, heirs, executors and legal representatives, etc.),

WHEREAS THE FUNDEE is in the process of engaging in an Investment Project,
as specified in Schedule 'C' hereinbelow attached.

AND WHEREAS THE FUNDEE has approached the ADVISOR to facilitate in arranging FUNDING for the said Investment Project.

AND WHEREAS THIS AGREEMENT is agreed and understood to bind the parties and all of their parent and subsidiary corporations.

NOW, THEREFORE, in consideration of and in exchange for the mutual promises and obligations set forth below, the 1st PARTY doth hereby agree to act as the FUNDEE's ADVISOR in this regard, subject to the Terms and Conditions put forth hereinbelow. ADVISOR undertakes this assignment on a "best effort" basis and provides no guarantee either implicit or explicit as to the possibility of completing the transactions as mentioned hereinbelow.

CONTRACTING ENTITIES

1. If the entity(ies) of the FUNDEE (and ADVISOR) [engaging in this Mandate Agreement] change(s) during the course of this project – for instance, due to the consequent/subsequent creation of an offshore SPV that becomes the FUNDEE or ADVISOR for (a part or the whole of) this project – the terms as expressed in this document will also apply to the new relationship, between the subsequent set of entities. A succeeding (and superseding) document will be deemed to inherit the exact same terms as this document, or as otherwise updated by mutual agreement, replacing this document.

METHODOLOGY OF FUNDING

2. ADVISOR works with different types of Funding-Sources globally. In particular, ADVISOR works with certain international 'Family Office-' or 'Non-traditional-' investors/funding sources, hereinafter referred to as 'FUNDORS'.

- 2.1. These FUNDORS are chosen by ADVISOR because of their typically lower costs of capital and consequent ability to fund projects at rates that compare favourably against more traditional sources.
 - 2.2. These FUNDORS also typically compare favourably against more traditional sources with regard to rigidity of terms, and the burden of (non-regulatory compliance-related) documentation needed from FUNDEES.
3. The specific terms of funding are determined based on the overall risk- and upside-perception of the given investment project and the FUNDEE, and are to be negotiated with FUNDEE separately in face-to-face discussions.

ADVISOR's regular 'FUNDORS' provide funding with the use – as collateral security – of some "USD-Denominated Liquid Collateral", hereinafter '**UDLC**', amounting to a proportion of the value of funding sought by the FUNDEE. [**UDLC** can be in form of an SBLC (Standby Letter of Credit), or Cash (in USD) to the tune of at least 5% of the total funding sought.]

This **UDLC** is used by the FUNDOR as liquid collateral from the FUNDEE to secure the FUNDOR'S interest in the given Investment Project (in addition to a 'Corporate Guarantee' to the FUNDOR from the FUNDEE's Group/Organization, covenanting to protect the FUNDOR's investment and interests), and also as an illustration to determine the solvency and financial capacity of the FUNDEE, regardless of any other appearances.

The **UDLC** amount is typically the FUNDEE's minimum equity contribution to the project required by the FUNDOR/s, and the **UDLC** must be provided to the FUNDOR by the FUNDEE – after the sanction of funding by the FUNDOR, and typically 45 days prior to the start of any disbursements of funding from the FUNDOR.

In the case of Indian FUNDEES, it is understood that per prevailing Indian Law and Regulations pertaining to "Non-traditional" Fundors investing 'ECB' Debt Funds (External Commercial Borrowing) into India under the "Automatic Route", the Fundor has the burden of providing the Equity prior to Debt, and must hold a minimum of 25% (we insist on at least 26%, and may go to much more) of the Equity of the FUNDEE entity, and that the Debt amount must be capped to 4 times the amount of the Equity on the books of the FUNDEE, as per its last regular annual audit. In view of this, the specific terms of the **UDLC** must be negotiated and mutually agreed upon between the FUNDEE and the FUNDOR before the signing of the Investment Agreements.

SCOPE OF MANDATE TO ADVISOR

4. ADVISOR will assist the FUNDEE in the following areas:
- 4.1. Assistance in preparation of a detailed Information Memorandum for presentation to the prospective FUNDOR/s including various facets of project analysis, viz., market, technical, financial, environmental aspects and transaction and investment considerations.
 - 4.2. Identification of various potential sources of finance from FUNDOR/s for the project based on standing in the market, capacity and exposure to the industry.
 - 4.3. Presentation of the business case to the prospective FUNDOR/s highlighting the investment summary, industry overview and the various aspects of the project with a view to evoke their interest and enable a fair appraisal by them.
 - 4.4. Assist in the negotiations with the FUNDOR/s for optimization of the size of the funding and terms thereof including with regard to drawdown, tenure, cost of finance, repayment, event and consequence of default, security and other covenants.

- 4.5. Arrange meetings with potential FUNDOR/s.
 - 4.6. Advise the company on the technical, contractual and structural issues in relation to the proposed funding that need to be addressed.
5. This Mandate-holder's scope is limited to that of an Advisor. Any advice provided by Advisor shall be given solely for the purpose of this project and for the use and benefit of FUNDEE and may not be used or relied upon for any other purpose or disclosed to any other person without the prior written approval from ADVISOR.

CONFIDENTIALITY

6. ADVISOR has developed special relationships with certain FUNDORS, and FUNDEE may NOT contact and/or work with these FUNDOR/s – to whom ADVISOR presents FUNDEE's projects – without the express written consent of ADVISOR and compensation to ADVISOR, not just for the present project (subject of this Agreement), but also in the future.
7. ADVISOR and FUNDEE have already signed a Non-Disclosure Agreement at the start of negotiations on this project and will conduct themselves in accordance thereof.
8. ADVISOR and FUNDEE further agree to keep confidential all information received by either during the course of the engagement ('Confidential Information'). However, Confidential Information shall not include information (including but not limited to ideas, concepts, know how, techniques and methodologies):
 - 8.1. Shared with potential FUNDORS who must be given the information in order to assess whether they want to fund the project or not; or
 - 8.2. Previously known to ADVISOR (or its professional collaborators); or
 - 8.3. Independently developed by ADVISOR in the course of execution of this or any other engagement; or
 - 8.4. Acquired by ADVISOR from such party which is not, to ADVISOR's knowledge, under an obligation to the FUNDEE not to disclose such information; or
 - 8.5. Which is or becomes publicly available through no breach by ADVISOR of this engagement letter.
 - 8.6. In the event ADVISOR receives a validly issued administrative or judicial request requiring disclosure of Confidential Information, they shall provide prompt notice to the FUNDEE of such receipt. ADVISOR shall thereafter be entitled to disclose any Confidential Information to comply with such administrative or judicial request.
 - 8.7. Subject to the above confidentiality provisions, ADVISOR shall also be entitled upon completion of the work herein discussed, to include a general description of said work, for the purpose of demonstrating our experience to other potential clients for similar services.

COMPENSATION

9. In the event that an agreement is reached with any given FUNDOR, ADVISOR will charge FUNDEE Success Fees. The Success Fees to be paid by the FUNDEE to the ADVISOR will be based on whether the FUNDEE arranges the **UDLC** for the FUNDOR (and if so, in what manner), or is unable

to do so.

This is in addition to any reasonable costs that must be incurred in the course of execution of the work that the ADVISOR must do or cause to be done, for which expenditure the ADVISOR will generally obtain prior approval from the FUNDEE whenever reasonable to do so. Examples of such costs would include travel and related costs for business travel related to this project. These costs must be paid by the FUNDEE within 5 banking days of receiving any corresponding invoice from the ADVISOR.

If ADVISOR requires the FUNDEE to pay any other Fees or incur any other expenses in the course of execution of this project – that were not foreseen beforehand – the ADVISOR will inform the FUNDEE at the earliest time it may reasonably do so and obtain FUNDEE's consent. Examples of such costs would include the hiring of an expert resource for the work of the ADVISOR related to this project. These costs must also be paid by the FUNDEE within 5 banking days of receiving any corresponding invoice from the ADVISOR.

The schedule of Success Fees to be paid by the FUNDEE to the ADVISOR will be as [specified in Schedule 'D' hereinbelow attached](#).

VALIDITY OF MANDATE

10. This Mandate shall be valid for a period of 6 months from the date of this letter, unless terminated by either party earlier, and may be extended to such period as may be mutually agreed.

EXCLUSIVITY OF MANDATE

11. During the period of validity of this Mandate, while ADVISOR is trying to obtain the Funding sought by the FUNDEE, this mandate must be treated as absolutely exclusive to this ADVISOR, and the FUNDEE may not engage any other advisor/s and/or pursue funding from any other sources, apart from the ADVISOR subject of this Mandate Agreement.

PROVISION OF INFORMATION

12. It is agreed that FUNDEE will make full disclosure of all material information in FUNDEE's possession which is relevant for the purposes of this mandate and shall ensure that the information so supplied is true and accurate in all material respects. This will include all relevant financial, legal and other commercial information provided to ADVISOR. FUNDEE also agrees to, at all times, keep ADVISOR informed of all actions, strategies, developments and discussions relevant to this mandate.
13. FUNDEE agrees to provide to ADVISOR all information under FUNDEE's control which ADVISOR may reasonably request to assist them in acting for the FUNDEE, and ADVISOR will rely on FUNDEE to ensure that all information provided is true and complete and not misleading.

GOVERNING LAW AND JURISDICTION

14. This Agreement shall be governed by and construed in accordance with Indian law and all disputes and claims arising hereunder shall be subject to the exclusive jurisdiction of the Courts in Kolkata, West Bengal, India.

OTHER BOILERPLATE

15. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors in interest and permitted assigns. If either party shall at any time be merged or consolidated into or with any other company, or substantially all of its assets are transferred to another company which succeeds to its business, the provisions of this Agreement shall be binding upon and inure to the benefit of the person or entity resulting from such merger or consolidation or to which such assets may be transferred. This provision shall apply in the event of successive transactions of like nature.
16. This Agreement represents the entire agreement of the parties hereto, and supersedes all previous oral or written communications, representations, understandings, and/or agreements between the parties with respect to the subject matter hereof, and may be amended only by written instrument signed by the party hereto against whom enforcement of any waiver, change, modification, extension or discharge is sought.

FUNDEE is requested to confirm their agreement with the above terms by signing, and sealing (with FUNDEE’s company seal) and returning the enclosed copy of this document, for ADVISOR’s records.

Once this happens, ADVISOR will officially start its process of obtaining the Funding needed for the FUNDEE’s Investment Project subject of the Agreement.

Agreed to and accepted as of 2015-11(Nov.)-23(Mon.) .

for 1ST Party

for 2ND Party

(Signature of 1ST Party’s Authorized Signatory)

(Signature of 2ND Party’s Authorized Signatory)

GAIRIK BANERJEE, Geschäftsführer
Aarønsso

FIRSTNAME LASTNAME, Designation
Client / FUNDEE Entity’s Legal Name

(Signature of Witness)
FIRSTNAME LASTNAME

Schedule 'A': 1ST PARTY

1.	COMPANY NAME	Aaronsson Limited
2.	CO. ADDRESS	Suite 1801, 18th Floor, City Tower 2, Sheik Zayed Road, Dubai, UAE
3.	REPRESENTED BY	Herr Mag. Gairik Banerjee
4.	NATIONALITY	USA + India
5.	PASSPORT #	452059957
6.	PLACE OF ISSUE	Engelhölm, Sverige
7.	TELEPHONE #	+91 988 3434 900
8.	EMAIL ADDRESS	gb2345@gmail.com
9.	HOME ADDRESS	Weidengasse 23, Langenzersdorf (bei Wien), Oberösterreich, 2103, Austria

Schedule 'B': 2ND PARTY

1.	COMPANY NAME	FUNDEE Entity's Legal Name
2.	CO. ADDRESS	
3.	REPRESENTED BY	FIRSTNAME LASTNAME, Designation
4.	NATIONALITY	
5.	PASSPORT #	
6.	PLACE OF ISSUE	
7.	TELEPHONE #	
8.	EMAIL ADDRESS	
9.	HOME ADDRESS	

Schedule 'C': FUNDEE'S INVESTMENT PROJECT

Section to be filled out by interested Client-FUNDEE.

Schedule 'D': REMUNERATION OF ADVISOR

<p>SUCCESS FEE – the ADVISOR is remunerated primarily on a Success Fee, calculated to be a function of the Nominal or <i>Nameplate</i> amount of Total Funds (i.e., the 'Ticket-Size' amount) being raised (contracted/accrued – NOT just the Tranche or amount disbursed in any given phase (in the event that the project requires funding in multiple phases). Success Fees accrue IN FULL from the FUNDEE to the ADVISOR at the time the 1st Tranche of funds disbursement occurs.</p>		
1.	If FUNDEE is able to provide the <i>UDLC</i> of the amount required by the FUNDOR/s	4 (Four) % of the total amount of the Funding (Equity and/or Debt), NET of all Taxes.
2.	If FUNDEE is NOT able to provide the <i>UDLC</i> of the amount required by the FUNDOR/s, and the ADVISOR has to arrange the Funding without this being provided by the FUNDEE	5 (Five) % of the total amount of the Funding (Equity and/or Debt), NET of all Taxes.
<p>The entire Success Fee amount MUST be wired into the Advisor's Bank A/c (as mentioned below) out of the 1st Tranche of disbursement of the investment funds to be transferred from FUNDOR to FUNDEE.</p>		
<p>In the case of Indian-origin FUNDEEs/projects, if the FUNDEE/Payor entity is located in India, a certain component of Service/Other Tax may apply, and if so, this must be borne by the Indian Payor and CANNOT be deducted from the dues to the ADVISOR.</p>		
<p>Since the Payee is non-Indian and the receiving bank accounts are located outside Indian jurisdiction, there is no liability of Indian Income Tax or 'TDS' herein applicable.</p>		
<p>Alternatively, ADVISOR may advise FUNDOR to deduct these dues (Success Fees payable from the FUNDEE to the ADVISOR) from the amount of the 1st Tranche of funds to be disbursed. In which case ADVISOR, upon receipt of the same, will issue a No-Due certificate to the FUNDEE for said dues.</p>		
<p>Payments to ADVISOR must be made (or cause to be made) by the FUNDEE into bank account(s) that will be provided by the ADVISOR immediately prior to the payment coming due. This/these bank account(s) may be located in ADVISOR's home market of the UAE, or in any jurisdiction outside the UAE. Unless otherwise updated, this account will be as under.</p>		
1.	BANK NAME	NOOR BANK, UAE
2.	BANK/BRANCH ADDRESS	GROUND FLOOR, GROSVENOR TOWER, SZR ROAD, DUBAI, UAE CODE-001
3.	ACCOUNT NAME	AARONSSON LIMITED
4.	ACCOUNT No. (EUR)	00110607230031
5.	IBAN (EUR Acct.)	AE080520000110607230031
6.	SWIFT CODE	NISLAEAD