

AGREEMENT

This Agreement is made on the 9th Aug, 2022 by and between –

Bestvantage Technology India Private Limited, having its Registered Office at 605, Oakwood, Acme Ozone, Manpada, Thane 400610 (hereinafter referred as “Bestvantage” or “First Party”) represented by Raman Sharma, with full power and authority to sign this AGREEMENT.

AND

< name of the company> having its Registered Office situated at <Address> (hereinafter referred as “XYZ Solutions” or “Second Party”) represented by < Person name> with full power and authority to sign this AGREEMENT.

“Bestvantage” or “First Party” and “XYZ solution” or “Second Party” shall be hereinafter individually referred to as “Party” and collectively as “Parties”

WHEREAS Bestvantage is one of the leading boutique investment banker, which provides services as fund raising, business consulting, advisory and fundraising & LP Relations to its listed and unlisted entities, SME’s, Startup and Venture Capital Funds of all stages.

WHEREAS XYZ Solutions is one of the leading Startup Advisory and Consulting company in India. It Helps Startups with Strategic Growth Collaborations and Fundraising.

WHEREAS, Bestvantage has joined the hands with the Second Party as a part of expansion of the business, for business sourcing, execution in Investment Banking and for above mentioned Services.

NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES TO ENTER IN AN UNDERSTANDING (AGREEMENT), HERETO AS UNDER:

1. XYZ Solutions shall share the success fee (Fundraising / M&A / Valuation transactions) with Bestvantage on assignment of successful transactions as per following:

Arrangement for Fundraising & M&A	Introducer Fee	Executor Fee
Assignment to be executed by Bestvantage for Clients introduced by XYZ Solutions or vice-versa	50%	50%

2. They shall inform the name of the Party which it intends to introduce to beforehand so that conflict of interest can be avoided, in case if any was already working on that lead.

3. First Party shall exclusively and unconditionally commit to be associated with Second Party in all Investment Banking assignments that it refers to the Client including but not limited to any reference by or association of any employees/affiliates/directors of both parties for a period of 12 months, thereafter agreement can be renewed at the discretion of either party mutually.

4. Both Parties will take care of the entire execution of the assignment as per the requirement, however, facilitating meetings, exchange of documents and information and strongly recommending to be ensured and both the parties are expected to work as a single unit as far as assignment in question is concerned.

5. Before closing any deal they will discuss mutually and offer the same to the client introduced by any of them.

6. Both Parties shall not have been banned or prohibited by any regulatory authority or legal process from executing this AGREEMENT or performing its obligations pursuant to this AGREEMENT. They should immediately inform each other on receipt of notice of any ban or prohibition that will affect its ability to carry out the role of an Advisor to the Issue.

7. Both Parties shall not issue any research reports or such other material on the Company until the expiry of 40 days from the completion of each assignment

8. There is a clear understanding that fees as discussed above is confidential is not to be discussed / disclosed with anyone except as required by law.

9. Any changes, if any, required in any case then as decided above, then it shall be as mutually agreed between both the Parties by way of exchange of e-mail before accepting the assignment.

10. Most important guiding principle in this association will be taking mutual care of each other's interest & maintaining mutual trust.

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1. Assignment

Except as otherwise expressly provided in this AGREEMENT, neither this AGREEMENT nor any of the rights, interests or obligations hereunder shall be assigned to third parties by any one of the Parties to the AGREEMENT without the prior written consent of the other Party.

2. Amendments and Priority

This AGREEMENT (i) supersedes and replaces all prior agreements and understandings (including but not limited to any written proposal or letter of intent) between the Parties with respect to the Transaction / Proposal, and (ii) shall only be waived, amended or discharged by a written agreement executed by both Parties.

3. Waiver

Any waiver of any provision of this AGREEMENT shall be made in writing by the waiving party and signed for acceptance by the other Party. It shall not be interpreted as a waiver of any other provision in the AGREEMENT, nor shall it constitute a continuous waiver, unless otherwise and expressly indicated.

4. Severability

Should a provision of this AGREEMENT become invalid, void, ineffective or unenforceable, the validity and enforceability of the remainder of this AGREEMENT or any clause herein will not be affected and the Parties to the AGREEMENT shall agree in good faith on a new clause to replace the invalid, ineffective or unenforceable clause having as similar as possible content and effects as the replaced clause, in order to safeguard the general balance of the AGREEMENT.

5. Forbearance

No indulgence or forbearance by either Party of any breach of this AGREEMENT by the other Party shall be deemed to constitute a waiver of any right deriving from the breached provision or of the right to require the full performance of all terms and conditions provided for herein.

6. Good faith

The Parties, each to the extent applicable thereto, undertake (i) to perform their respective obligations pursuant to this AGREEMENT in good faith and (ii) if one or more provisions of this AGREEMENT cannot be performed for any reason whatsoever, to seek an alternative solution

to obtain the same effects substantially pursued by the Parties with the provisions negotiated in this AGREEMENT. (iii) Parties hereto agree that they shall not cause or do any act, deed or things, which may be detrimental to the interests or reputation of each other anywhere.

7. Confidentiality

This AGREEMENT and the matters, understandings and agreements referred to herein shall be kept confidential by the Parties to AGREEMENT. Each Party shall keep strictly confidential, and shall cause its Employees, Consultants and Affiliates to keep strictly confidential, and shall not use for its own benefit or for the benefit of its employees or consultants or third parties, any confidential information related to the other Party and/or the other Party's Affiliates and subsidiaries and/or the other Party's business that may have been disclosed in connection with the negotiations of this AGREEMENT and/or the completion of the Transaction.

8. Governing Law and Dispute Resolution

This AGREEMENT shall be governed by laws of India. Any dispute or difference between us and EVAN or anyone claiming through or under EVAN at any time hereafter, in respect of the construction or interpretation of any term or provision hereof and/or as regards the responsibilities and/or obligation of the parties hereto and/or otherwise in any way arising out of, relating to, concerning or touching this AGREEMENT shall be submitted to arbitration conducted in accordance with the provisions of the arbitrators so appointed shall appoint the third or the presiding arbitrator. The arbitration proceedings shall be held in Mumbai, Maharashtra, India and the language of the arbitration shall be in English. The parties agree that the decision of the arbitrators shall be final and binding. The costs and expenses of the arbitration shall be borne by the parties as determined by the arbitrators

FORCE MAJEURE CLAUSE

Definition

For the purposes of this proposal, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the proposal impossible or so impractical as to be considered impossible under the circumstance.

No Breach of proposal

The failure of a Party to fulfill any of its obligations under the proposal shall not be considered to be a breach of, or default under this proposal in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this proposal and (ii) has informed the other Party as soon as possible about the occurrence of such an event.

Representations and warranties

Parties to the AGREEMENT represent and warrant that:

1. The Transaction / Proposal contemplated under this AGREEMENT shall be completed without any violation or conflict against any provision of the involved companies' organizational documents and without any violation or conflict against any provision of law, or any order, judgment or decree of any court or other governmental or regulatory authority applicable to the companies involved.
2. All representations and warranties made by the parties to the AGREEMENT in this AGREEMENT are true and correct as of the date hereof.
3. The Companies involved in this AGREEMENT are duly organized, validly existing and in good standing under the laws of India, which is neither insolvent nor involved in any bankruptcy procedure. The execution and the performance of this AGREEMENT and the consummation of the Transaction at Closing by the parties to the AGREEMENT are not in breach either of any applicable Indian law or the by-laws of the group companies of the companies involved.
4. The execution and delivery of this AGREEMENT and the performance of the Parties to the AGREEMENT or its nominees obligations hereunder have been duly authorized, and no other proceedings on the part of the companies involved are necessary to authorize such execution, delivery and performance.
5. This AGREEMENT has been duly executed by the Parties to the AGREEMENT and constitutes valid and binding obligations of the Parties to the AGREEMENT.

Notices

All notices to be served pursuant to any of the provisions of this AGREEMENT shall be in writing and shall be sent by registered post or by speed post or by courier service or by means of email.

All notices to be given pursuant to any of the provisions of this AGREEMENT shall be addressed as follows:

* if to BestVantage Technology India Pvt Limited
Mr. Raman Sharma – Email: raman@bestvantageinvestments.com

* if to XYZ Solutions:
Mr. <Founder> – <email address>

or to such other address or mail id that a Party may notify to the other by same means.

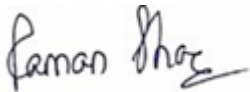
Applicable Law.

This AGREEMENT shall be governed by the laws of India and shall be construed and shall take effect in accordance with laws of India.

In consent of the above both the parties to AGREEMENT have signed this AGREEMENT on the 2nd Sep'2021.

SIGNED AND ACCEPTED BY WITNESSED BY

1. **Raman Sharma, CEO and MD, Bestvantage Technology India Pvt Ltd**



2. **<Founder NAME>, Founder & CEO, XYZ Solutions**