

AGREEMENT INTRODUCTION (Government Scheme Consultancy Agreement)

This **Government Scheme Consultancy Agreement** ("Agreement") is made and entered into on this *[Insert Date]*, by and between:

CapitalBox, a professional financial and legal consultancy firm operating as a sole proprietorship under Indian law, having its registered office at **Address: Nr. Siddhi Vinayak Temple, Vesu Main Road, Vesu, Surat, Gujarat 395007** hereinafter referred to as "Party A" or "Consultant";

AND

_____, _____ an individual/startup/MSME, residing or having its business address at _____ hereinafter referred to as "Party B" or "Client".

Whereas, the Client is desirous of availing consultancy and assistance from the Consultant in relation to preparing, processing, and applying for eligible government funding schemes, including but not limited to various approved **government schemes**; and

Whereas, the Consultant agrees to offer such consultancy services under the terms and conditions laid down in this Agreement.

Title

This Agreement shall hereinafter be referred to as the "**Government Funding Consultancy Agreement**." It sets forth the terms and conditions under which the Consultant shall provide specialized consultancy services to the Client in relation to various government schemes, subsidies, and financial assistance programs. The primary objective of this Agreement is to facilitate advisory, documentation, application support, and coordination with relevant government authorities for the successful availing of such schemes. It comprehensively outlines the roles, responsibilities, rights, and obligations of both Parties to ensure transparency, accountability, and effective

collaboration throughout the engagement. The Consultant shall assist the Client in identifying eligible schemes, compiling necessary paperwork, navigating procedural requirements, and pursuing timely disbursement of approved government benefits.

CapitalBox Charges for Government Funding Consultancy Services

To initiate the consultancy process for availing government grants, subsidies, and funding schemes through CapitalBox, a one-time login and processing fee of **₹26,500** is applicable. This fee includes eligibility assessment, scheme identification, document collection, file preparation, and submission assistance with relevant departments or portals.

Additionally, upon successful sanction and receipt of any government financial assistance, a **success fee of 3%** shall be charged from the approved amount. All charges are clearly communicated upfront and are strictly applicable only to verified and eligible cases.

No hidden charges. No misleading commitments. Only genuine and professional guidance to help you benefit from available government schemes for your business growth and development. This fee structure forms part of the legally binding consultancy agreement, ensuring full transparency and accountability between the Consultant and Client.

2. Date of Agreement

This Agreement shall become effective on the date it is duly executed and digitally signed by both the Consultant and the Client via the **Odoo digital signature platform**, which is authorized under the Information Technology Act, 2000, and recognized by the Government of India for legally valid electronic signatures.

The date on which the last Party completes the digital signing process shall be considered the **Effective Date** of this Agreement. From this date forward, all terms, responsibilities, and obligations outlined herein shall be binding upon both Parties.

Execution via the Odoo platform ensures data integrity, security, and legal enforceability, allowing for a seamless and paperless contractual process in full compliance with Indian electronic transaction laws. This method eliminates the need for physical presence while maintaining the sanctity of legal formalities.

3. Parties

This Agreement is entered into by and between the **Consultant** and the **Client**, each being a legally recognized individual or business entity as identified herein.

The **Consultant**, operating under the business name **CapitalBox**, is a duly qualified and experienced consultancy firm engaged in providing professional services related to government funding schemes, subsidies, and financial assistance programs. The Consultant offers advisory support, documentation assistance, scheme application processing, and liaison with relevant authorities to facilitate the Client's access to eligible government benefits.

The **Client** may be an individual, sole proprietor, partnership firm, private/public limited company, trust, NGO, or any other eligible legal entity seeking the Consultant's support to secure benefits under various government initiatives for business development or project execution.

The **full legal names, registered addresses, and contact information** of both the Consultant and the Client are explicitly set forth in this Agreement to ensure clear identification and communication channels. Both Parties represent and warrant that they have the legal authority to enter into this Agreement and to perform their respective obligations as detailed herein.

4. Definitions

For the purpose of clarity and consistency throughout this Agreement, the following terms shall have the meanings assigned to them unless the context otherwise requires:

- **"Government Funding"** refers to any type of financial assistance, subsidy, grant, incentive, or scheme-based monetary support provided by Central Government, State Government, or related authorities, for which the Client is eligible or applies with the assistance of the Consultant. This includes schemes such as MSME subsidies, Startup India incentives, PMEGP, Mudra, Stand-Up India, and other welfare or promotional programs.
- **"Consultancy Services"** encompass all advisory, preparatory, administrative, representational, and support activities performed by the Consultant. These services include, but are not limited to, identifying applicable schemes, assessing eligibility, assisting in document collection, preparing applications, submitting them to relevant government departments or online portals, and providing liaison

or follow-up support until the process reaches a conclusion.

- **“Client”** denotes the individual, organization, or legal business entity who has engaged the Consultant to provide government scheme consultancy services under this Agreement and who will benefit from the services rendered.
- **“Consultant”** refers to **CapitalBox** or its authorized representative(s), duly qualified and recognized to offer and deliver government funding consultancy services as per applicable laws and business practices in India.

5. Purpose

The primary purpose of this Agreement is to formally establish the terms and conditions under which the **Consultant** shall provide professional assistance, advisory, and facilitation services to the **Client** in relation to securing financial support under **eligible government schemes, grants, subsidies, or incentives**.

This includes, but is not limited to, guiding the Client in identifying suitable schemes, preparing and organizing required documentation, submitting applications to the appropriate government departments or online portals, and actively following up to track the status and outcome of such applications.

The Consultant’s role is to utilize its knowledge, experience, and established processes to enable a smooth and efficient government funding application journey for the Client. The ultimate aim is to help the Client benefit from available public financial assistance for business growth, operational expansion, or sector-specific initiatives.

This Agreement ensures that both Parties are aligned in their respective roles, responsibilities, and expectations throughout the funding facilitation process.

6. Scope of Services

The Consultant agrees to provide **comprehensive government funding consultancy services** to the Client. These services shall include, but are not limited to:

- Conducting an initial assessment of the Client’s eligibility for various **central and state government schemes**, grants, or subsidies based on the Client’s business nature, industry classification, financial standing, and scheme-specific criteria.
- Assisting the Client in **collecting, organizing, and verifying** all required documents to ensure accuracy, completeness, and compliance with the

guidelines of the concerned government authorities or online portals.

- **Preparing and submitting** applications or proposals under relevant schemes on behalf of the Client, through either manual or digital channels, as applicable.
- Acting as the **authorized liaison** between the Client and government departments, facilitating communication, responding to queries, and coordinating for site visits, inspections, or clarification notices if required.
- Providing **regular updates** to the Client on the application status, guiding them on next steps, and offering continued support until the scheme benefit is either sanctioned, disbursed, or officially closed.

This scope ensures that the Client receives end-to-end professional support throughout the government funding application process with transparency, timeliness, and compliance at its core.

7. Government Funding Types Covered

The consultancy services provided under this Agreement shall encompass a wide range of **government-sponsored financial assistance programs** designed to meet the varied development and operational needs of the Client. These include, but are not limited to:

- **Subsidy-linked schemes** under MSME development programs (such as CLCS-TU, CLCSS, and others).
- **Capital and interest subsidies** available under schemes like PMEGP (Prime Minister's Employment Generation Programme), Stand-Up India, and Startup India.
- **Direct benefit transfer (DBT)** or reimbursement-based incentives related to industrial policy, export promotion, energy efficiency, or technology upgradation.
- **Seed funding and grant-in-aid** schemes offered by Central or State Government bodies, Startup Incubators, or SIDBI.
- Any **other government scheme, fund, or incentive** as may be mutually agreed upon in writing during the term of this Agreement.

The Consultant shall make best efforts to **identify and align suitable schemes** based on the Client's business model, sector, location, eligibility status, and objectives, ensuring a **customized and strategic approach** to accessing government support mechanisms.

8. Consultant Obligations

The Consultant hereby undertakes to perform all consultancy services outlined in this Agreement with **utmost professionalism, integrity, and diligence**, adhering to the standards expected in the government funding advisory sector.

The Consultant shall:

- Provide **accurate, relevant, and timely advice** to the Client regarding applicable government schemes, eligibility norms, and procedural requirements.
- Assist the Client in **collecting, preparing, and reviewing** all necessary documentation to ensure completeness, accuracy, and compliance with applicable government guidelines or portal formats.
- **Submit applications** on behalf of the Client to appropriate government departments, agencies, or digital platforms, as required.
- Maintain consistent and transparent **communication with the Client**, sharing updates, clarifications, or instructions throughout the scheme application and approval process.
- Actively **liaise with government offices or coordinating agencies**, where permissible, to support the progress and resolution of the Client's applications.

Notwithstanding the Consultant's best efforts and technical expertise, the Client acknowledges that the **approval, sanction, or disbursement** of any government benefit is **solely at the discretion of the relevant authority**, and no such result is guaranteed by the Consultant.

9. Client Obligations

The Client agrees to **fully cooperate** with the Consultant during the entire term of this Agreement to enable the effective and timely execution of the consultancy services.

Accordingly, the Client shall:

- Provide all **necessary and relevant information, documents, and declarations** as may be required for the identification of suitable schemes and the preparation of accurate government funding applications.
- Ensure that all shared information and documentation is **truthful, complete, and current** to the best of their knowledge and belief.
- **Respond promptly** to any communication, clarification requests, or follow-ups initiated by the Consultant to avoid unnecessary delays.

- Act in good faith and in a **timely and responsible manner** throughout the process to facilitate compliance with government deadlines and procedural requirements.
- Accept that failure to cooperate, **withholding of material facts**, or submission of **inaccurate or forged documents** may hinder the Consultant's ability to deliver services and may result in the **rejection or delay** of the government funding application.

The Client acknowledges and agrees that any adverse outcome resulting from **non-cooperation, delay, or misinformation** shall be their sole responsibility and not attributable to the Consultant.

10. Fees and Charges

The Client hereby agrees to pay the Consultant the **consultancy fees** as mutually agreed and detailed in the **attached Fee Schedule (Annexure A)** forming part of this Agreement. The fee structure may include:

- A **fixed login or processing fee**, payable at the time of service initiation, and/or
- A **success fee** calculated as a percentage of the sanctioned or disbursed amount under the government scheme, payable upon approval or benefit realization.

All payments shall be made by the Client as per the **timelines, milestones, and payment methods** mentioned in this Agreement or the annexure. The Consultant shall raise appropriate invoices as per applicable tax laws.

In addition to the consultancy fees, the Client shall also reimburse the Consultant for any **out-of-pocket expenses, administrative charges, or statutory payments** reasonably incurred during the course of service delivery. These may include, but are not limited to, courier costs, portal application fees, or government challans—supported by valid documentation.

Failure to make timely payments or any **default in fee obligations** may lead to **withholding of services**, suspension of ongoing applications, or **termination of this Agreement**, in accordance with the clauses set forth herein.

11. Success Fee

In addition to the consultancy fees outlined in this Agreement, the Client agrees to pay the Consultant a **success fee** upon the successful **sanction and disbursement of**

government funding, subsidy, or grant applied for through the Consultant's services.

- The exact **amount or percentage** of the success fee shall be **mutually agreed upon** in writing and clearly specified in this Agreement or in an **annexure (Annexure A)** prior to the commencement of the consultancy process.
- This success fee shall become **payable only upon formal approval and actual receipt** of the government benefit, scheme amount, or subsidy by the Client, whether via direct credit, reimbursement, or transfer from the concerned authority.
- The Consultant's entitlement to the success fee is **absolute, final, and non-refundable**, and it shall be considered a separate component from any other consultancy charges or administrative fees.
- In case the application is **rejected, withdrawn by the Client, or fails to result in any benefit**, no success fee shall be payable, provided that the Consultant was not hindered due to Client's default or non-cooperation.
- If the Client **receives sanction or approval but fails to inform the Consultant or withholds payment of the due success fee**, it shall be considered a breach of this Agreement and may lead to legal recovery action as per applicable laws.

12. Payment Terms

The Client agrees to make all payments due under this Agreement **strictly in accordance with the Fee Schedule (Annexure A)** and within the specified timeframes.

- Payments shall be made through **mutually agreed methods**, including but not limited to **bank transfer, UPI, cheque**, or any other legally valid mode confirmed in writing by both Parties.
- The Client shall ensure that all payments are **received by the Consultant on or before the due dates**, as mentioned in the fee schedule, to avoid delays in service delivery.
- In case of **delay in payment** beyond the stipulated date, the Consultant reserves the right to **levy interest or late payment penalties**, as detailed in the fee schedule or permitted under applicable laws. Such charges shall **accrue from the due date till the actual date of payment**.
- Repeated delays or non-payment shall entitle the Consultant to **withhold services**, suspend active applications, or **terminate this Agreement**, without prejudice to its right to seek legal remedies or recover outstanding dues.
- All payments made by the Client shall be **non-refundable**, except in cases where

refund rights are expressly stated in this Agreement.

The Client acknowledges that **timely payment is essential** for uninterrupted access to the Consultant's services and smooth execution of government funding processes.

13. Validity of Agreement

This Agreement shall remain **valid and in full force** for a period of **three (3) months** commencing from the **Effective Date**, i.e., the date of execution by both Parties, unless terminated earlier as per the provisions of the **Termination Clause** of this Agreement.

- Upon the expiry of this validity period, the Agreement shall **automatically lapse** and shall no longer remain binding, unless both Parties **mutually agree in writing** to extend or renew the Agreement under revised or continued terms.
- Any such extension must be **formally recorded** through written consent or an amendment signed by both the Consultant and the Client.
- The Consultant shall **not be obligated** to perform or continue any consultancy services **beyond the validity period** unless such extension is duly executed.
- All obligations, rights, or payments accrued prior to the expiry shall **survive and remain enforceable**, even after the termination or natural expiry of this Agreement.

This clause ensures a defined engagement window and clarity regarding the duration of the Consultant's responsibilities.

4. Documentation

The Client agrees to provide the Consultant with all **necessary and accurate documentation** required to facilitate the application process for government schemes, subsidies, or financial assistance.

Such documentation shall include, but is not limited to:

- Valid identity and address proofs (e.g., **Aadhaar Card, PAN Card, Passport, Voter ID**)
- **Business registration certificates** (e.g., Udyam Registration, GST Certificate, Shop Act, Partnership Deed, etc.)
- **Financial documents**, including audited or unaudited **balance sheets, profit & loss statements, ITRs**, and **bank statements** for the prescribed period

- **Project reports, quotations, business plans**, or other supporting documents as may be required under the specific government scheme
- Any other certifications or declarations required under applicable **state or central government guidelines** or **scheme-specific rules**

The Client acknowledges that the **timely submission of complete, correct, and authentic documentation** is essential for the successful processing of any application. Any delay, omission, or falsification of documents shall be the sole responsibility of the Client and may lead to rejection or deferment of the application.

The Consultant shall not be held liable for any **loss, rejection, or delay** resulting from **incomplete, inaccurate, or delayed documentation** provided by the Client.

15. Government Funding Application Process

The Consultant shall provide **comprehensive support and advisory services** to the Client throughout the entire lifecycle of the **government funding or subsidy application process**.

This includes, but is not limited to:

- Assisting the Client in the **accurate preparation, formatting, and verification** of all required documents in accordance with the specific guidelines of the applicable government scheme.
- Completing and reviewing online or offline **application forms**, declarations, annexures, and required attachments.
- **Submitting the final application** to the relevant authority, department, or online portal on behalf of the Client, wherever permitted.
- Acting as the **primary point of contact** between the Client and the concerned government department, agency, or implementation partner, addressing any **queries, compliance notices, or additional information requests**.
- **Monitoring the status** of the application regularly and providing the Client with **timely updates** on key milestones, approvals, or actions required until the application is either approved, disbursed, or formally rejected.

The Consultant's role is to ensure a **streamlined and professionally managed process**, while the Client understands and agrees that the **final decision** regarding approval, sanction, or disbursement of funds rests solely with the **respective government**

authority and is **beyond the Consultant's control**.

16. No Guarantee of Outcome

The Client expressly understands and agrees that the **approval, sanction, or disbursement** of any government funding, grant, subsidy, or benefit applied for through the Consultant's services shall be **solely at the discretion of the respective government department, implementing agency, or regulatory authority**.

While the Consultant undertakes to exercise **reasonable skill, care, and diligence** in assisting the Client throughout the application process, the Consultant **does not warrant, assure, or guarantee** the approval, sanction, or timely release of any government scheme benefit.

The Consultant's role is strictly limited to **facilitating, advising, and coordinating** on behalf of the Client. Any decision to **approve, modify, reject, or delay** the application lies exclusively with the relevant **government authority** and is **outside the Consultant's control or influence**.

Accordingly, the Consultant shall **not be held liable** for any **loss, financial damage, delay, opportunity cost**, or any other consequence arising due to **non-approval, rejection, or deferment** of the Client's application.

17. Confidentiality

Both Parties acknowledge and agree that during the term of this Agreement, they may receive, access, or become aware of certain **confidential, proprietary, or sensitive information** relating to the other Party's business operations, financial records, scheme applications, personal data, intellectual property, or other materials not available in the public domain ("**Confidential Information**").

Each Party agrees to:

- Maintain the **strict confidentiality** of such information and use it **solely for the purpose of fulfilling obligations** under this Agreement.
- Refrain from **disclosing, sharing, publishing, or disseminating** any part of the Confidential Information to any third party **without the prior written consent** of the disclosing Party.
- Ensure that its employees, associates, agents, or representatives (if any) are

similarly bound by confidentiality obligations.

- Take all **reasonable and industry-standard precautions** to safeguard the Confidential Information against unauthorized access, misuse, loss, or disclosure.

However, disclosure shall be permitted **only if required by applicable law, regulation, or under a valid order** issued by a court or competent authority, provided that the disclosing Party is **notified in advance**, unless legally prohibited.

These confidentiality obligations shall **survive the termination or expiry** of this Agreement for a period of **three (3) months**, or as otherwise required under applicable law.

18. Data Protection

Both Parties agree to uphold the highest standards of data protection in relation to the collection, processing, storage, and transfer of personal and sensitive data exchanged under this Agreement. The Consultant commits to implementing appropriate **technical and organizational security measures** to protect the Client's personal, financial, and business information from unauthorized access, disclosure, alteration, or destruction.

The Client's data shall be used **exclusively for the purpose** of fulfilling obligations under this Agreement and shall **not be retained longer than necessary**, unless required under applicable laws or regulatory obligations. The Consultant affirms that all data processing activities will be conducted in accordance with relevant **data protection laws**, including any applicable provisions under the **Information Technology Act, 2000** and the **Digital Personal Data Protection Act, 2023** (if applicable).

In the event of any **actual or suspected data breach or unauthorized access**, the Consultant shall:

- Promptly inform the Client,
- Investigate the breach,
- Take immediate corrective and remedial actions to mitigate risks and damages, and
- Fully cooperate with any regulatory or legal process if applicable.

Both Parties agree to cooperate in good faith to ensure compliance with all applicable

data protection regulations throughout the term of this Agreement.

19. Intellectual Property

All materials, reports, documents, templates, methodologies, software, and any other intellectual property created, developed, or provided by the Consultant in connection with the services rendered under this Agreement shall remain the **exclusive property of the Consultant**, unless expressly agreed otherwise in writing by both Parties.

The Client is hereby granted a **limited, non-transferable, and non-exclusive license** to use such materials **solely for the purposes contemplated by this Agreement** and strictly for the Client's **internal business use**.

The Client shall **not reproduce, distribute, modify, adapt, publish, or disclose** any of the Consultant's intellectual property to any third party without the prior **written consent** of the Consultant.

Any unauthorized use, reproduction, or infringement of the Consultant's intellectual property rights shall be considered a **material breach of this Agreement** and may result in the Consultant pursuing **legal remedies**, including but not limited to claims for damages, injunctions, and recovery of costs.

20. Non-Disclosure

Both Parties agree that any **confidential or proprietary information** obtained, exchanged, or accessed in connection with this Agreement shall be held in **strict confidence** and shall **not be disclosed, shared, or made available** to any unauthorized third party without the **prior written consent** of the disclosing Party.

This obligation of non-disclosure shall **survive the termination or expiry** of this Agreement and shall continue for a period of **three (3) months thereafter**, or for such longer duration as required under applicable law or regulation.

Exceptions to this clause include disclosures:

- Required by **law, regulation, or court order**, provided that the receiving Party **promptly notifies** the disclosing Party of such requirement to allow for protective measures or appropriate legal remedies.
- Made with the **express prior written consent** of the disclosing Party.

21. Non-Solicitation

The Consultant agrees that during the term of this Agreement, and for a period of **three (3) months following its termination or expiry**, the Consultant shall not, directly or indirectly, **solicit, entice, or engage** the Client or any of its affiliates for any consultancy services, business activities, or projects **beyond the scope of this Agreement** without obtaining the **prior written consent** of the Client.

This provision is intended to protect the Client's business interests and ensure that any additional or future services are mutually agreed upon between the Parties.

22. Conflict of Interest

Both Parties represent and warrant that, at the time of entering into this Agreement, there exists **no actual or potential conflict of interest** that would impair their ability to perform their respective obligations under this Agreement.

Each Party agrees to:

- **Promptly disclose** to the other Party any circumstance, relationship, or situation that may reasonably be perceived as a **conflict of interest** during the term of this Agreement.
- Cooperate in good faith to **resolve any such conflict** in a manner that upholds the **integrity, transparency, and objectives** of this Agreement.

Failure to disclose a conflict of interest or any actions that compromise the terms of this Agreement may be considered a **material breach**, subject to remedies as provided herein.

23. Subcontracting

The Consultant may engage subcontractors or third-party service providers to perform certain portions of the services under this Agreement **only with the prior written consent of the Client**.

Notwithstanding any such subcontracting, the Consultant shall remain **fully responsible and liable** for the **quality, accuracy, timeliness, and completeness** of all services

rendered, including those performed by subcontractors.

The Consultant shall ensure that all subcontractors or third parties engaged:

- **Comply fully with the terms and conditions** of this Agreement,
- Maintain the same standards of professionalism and confidentiality as required herein, and
- Do not compromise the Consultant's obligations or the Client's interests in any manner.

24. Communication

All official communications between the Parties shall be conducted through **agreed-upon channels**, including but not limited to **email, telephone, or written correspondence**.

The Consultant commits to providing the Client with **periodic updates** regarding the progress of consultancy services, either as per a mutually agreed schedule or upon the Client's reasonable request.

Both Parties agree to:

- Ensure **timely and responsive communication** to facilitate smooth coordination and effective service delivery throughout the term of this Agreement, and
- Maintain records of all significant communications related to the services rendered under this Agreement.

25. Client's Warranties

The Client hereby **warrants and represents** that all information, data, and documentation provided to the Consultant for the purpose of securing government funding, subsidies, or business loans are **true, accurate, complete, and not misleading** in any material respect.

The Client acknowledges and accepts full responsibility for the **authenticity and correctness** of such information.

The Client further understands and agrees that any **false, incomplete, or misleading information** provided may:

- Adversely affect the Consultant's ability to provide services effectively,
- Result in delays, rejection, or cancellation of the funding or loan application, and
- Relieve the Consultant from any liability arising from such misinformation.

27. Indemnification

The Client agrees to **indemnify, defend, and hold harmless** the Consultant, its affiliates, officers, employees, agents, and representatives from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable legal fees and expenses) arising out of or related to:

- Any **inaccurate, false, incomplete, or misleading information or documents** provided by the Client;
- The Client's **breach of any representation, warranty, or obligation** under this Agreement;
- The Client's **failure to comply with applicable laws, regulations, or government scheme requirements**; and
- Any third-party claims resulting from the Client's actions or omissions in connection with this Agreement.

This indemnification obligation shall survive the termination or expiration of this Agreement.

28. Force Majeure

Neither Party shall be held liable for any failure or delay in performance of its obligations under this Agreement to the extent that such failure or delay is caused by events or circumstances beyond their reasonable control, including but not limited to:

- Natural disasters (e.g., floods, earthquakes, storms),
- Acts of God,
- Government actions or restrictions (e.g., lockdowns, embargoes),
- Strikes, labor disputes, or industrial actions,
- Pandemics, epidemics, or public health emergencies,
- War, terrorism, civil unrest, or similar unforeseeable events ("**Force Majeure Events**").

The Party affected by such Force Majeure Events shall:

- Promptly notify the other Party in writing of the occurrence and expected duration of the event, and
- Use all reasonable efforts to **mitigate the effects** of the event and to **resume performance** of its obligations as soon as practicable.

If the Force Majeure event continues for a period exceeding **thirty (30) days**, either Party may have the right to terminate this Agreement upon written notice without liability, subject to any accrued rights or obligations.

29. Termination

Either Party may terminate this Agreement by providing **thirty (30) days' prior written notice** to the other Party.

Termination shall not:

- Relieve the Client from the obligation to **pay all fees and charges** for services duly rendered by the Consultant up to the effective date of termination, including any outstanding amounts.
- Affect any rights or remedies accrued by either Party prior to termination.

Upon termination, both Parties shall cooperate to ensure an orderly wind-down of ongoing services and return or destruction of confidential information, as applicable.

30. Effect of Termination

Upon termination of this Agreement, the Consultant shall **immediately cease providing consultancy services** to the Client.

The Client agrees to **settle all outstanding fees, charges, and reimbursable expenses** due to the Consultant within **fifteen (15) days** from the effective date of termination.

The Consultant shall, within a reasonable timeframe following termination, **deliver to the Client all completed work, documents, reports, and materials** prepared up to the date of termination.

Termination of this Agreement shall be without prejudice to any rights or remedies either Party may have accrued prior to termination.

31. Dispute Resolution

The Parties agree to use their best efforts to **resolve any dispute, controversy, or claim arising out of or relating to this Agreement** through **amicable negotiations** conducted in good faith.

If the dispute cannot be resolved through such negotiations within **thirty (30) days** from the date a Party notifies the other of the dispute, the Parties may mutually agree to submit the matter to **mediation** or **arbitration** in accordance with applicable laws and rules.

Any arbitration shall be conducted under the **arbitration rules** agreed upon by the Parties or, failing such agreement, under the rules of a recognized arbitration institution.

The jurisdiction, venue, and governing law for any arbitration or litigation shall be as specified in the **Governing Law** clause of this Agreement.

Each Party shall bear its own costs and expenses related to any dispute resolution proceedings unless otherwise decided by the arbitrator or mediator.

32. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the **laws of India**.

The Parties expressly agree that any dispute, controversy, or claim arising out of or relating to this Agreement, including but not limited to its validity, interpretation, breach, or termination, shall be subject to the **exclusive jurisdiction** of the courts located in **Surat, Gujarat**.

The Parties hereby irrevocably consent to the **personal jurisdiction and venue** of such courts and **waive any objections** based on inconvenient forum or jurisdiction.

33. Amendment

No modification, alteration, or amendment of any provision of this Agreement shall be effective or binding unless it is set forth in a **written document** duly signed and executed by the authorized representatives of both Parties.

All such amendments must be **digitally signed** through the government-approved **Odoo digital signature platform** to ensure authenticity, enforceability, and compliance with applicable electronic transaction laws.

34. Entire Agreement

This Agreement, including all appendices, annexures, and documents expressly incorporated by reference, constitutes the **entire and sole agreement** between the Parties with respect to the subject matter hereof.

It **supersedes all prior oral or written negotiations, discussions, understandings, or agreements**, whether express or implied, relating to the services described herein.

Neither Party shall be bound by any representations, warranties, promises, or agreements that are not **expressly set forth in this Agreement**.

35. Notices

Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be in **writing** and shall be deemed properly given when:

- Delivered personally,
- Sent by registered post, courier service, or
- Sent via email

to the addresses or contact details provided by the Parties in this Agreement.

Notices sent by **registered post or courier** shall be deemed received **three (3) business days** after dispatch.

Notices sent by **email** shall be deemed received **upon successful transmission** with receipt confirmation, provided that no delivery failure notification is received by the sender.

36. Compliance with Laws

Both Parties agree to fully comply with all applicable **national, state, and local laws, regulations, ordinances, and guidelines** in the performance of their respective

obligations under this Agreement.

This includes, but is not limited to, compliance with:

- Tax laws,
- Labor and employment laws,
- Data protection and privacy regulations, and
- Any other statutory or regulatory requirements relevant to the services provided herein.

Each Party shall bear **sole responsibility** for its own compliance and shall **indemnify and hold harmless** the other Party against any losses, damages, fines, penalties, or claims arising from the Party's **failure to comply** with applicable laws and regulations.

37. Refund Policy

Refunds, if applicable, shall be governed strictly by the terms and conditions outlined in this Agreement and any attached fee schedules or annexures.

The Client may be entitled to a refund only under circumstances **expressly stipulated** herein, and any refund shall be subject to deductions for:

- Services already rendered by the Consultant, and/or
- Expenses reasonably incurred by the Consultant on behalf of the Client.

All refund requests must be submitted in **writing** to the Consultant and will be processed within a reasonable timeframe as determined by the Consultant, subject to verification and approval.

The Consultant reserves the right to **deny any refund** request that does not comply with the terms of this Agreement.

38. Marketing and Publicity

Neither Party shall use the other Party's **name, logo, trademarks, trade names, or any other proprietary marks or materials** for marketing, advertising, promotional activities, or public announcements without obtaining **prior written consent** from the other Party.

Any such consent, if granted, shall be subject to:

- The terms and conditions mutually agreed upon in writing by the Parties, and
- Compliance with all applicable **intellectual property laws, regulations, and guidelines**.

Unauthorized use of proprietary marks or materials shall be considered a material breach of this Agreement and may give rise to appropriate legal remedies.

39. Privacy Policy

The Consultant acknowledges the importance of protecting the Client's **personal, financial, and business information** and commits to implementing reasonable administrative, technical, and physical safeguards designed to secure such data against unauthorized access, disclosure, alteration, or destruction.

The Consultant shall handle all Client data in strict compliance with applicable **data protection and privacy laws, regulations, and guidelines**, including but not limited to the **Information Technology Act, 2000, and relevant rules thereunder**.

The Consultant further agrees to:

- Use the Client's information **solely for the purposes outlined in this Agreement**,
- Not disclose such information to any third party except as **required by law** or with the Client's **prior written consent**.

In the event of any **data breach** or unauthorized disclosure, the Consultant shall:

- Promptly notify the Client, and
- Take all necessary remedial actions to **mitigate any adverse effects** resulting from such breach or disclosure.

40. Signatures

This Agreement shall be executed **electronically** and shall become legally binding upon the authorized **digital signatures** of both Parties affixed via the government-approved **Odoo digital signature platform**.

Such digital execution shall have the **same legal effect, validity, and enforceability** as traditional handwritten signatures under applicable laws governing electronic records and digital signatures.

Each Party represents and warrants that the individual signing this Agreement on its behalf is **duly authorized** to enter into and bind the respective Party to the terms and conditions herein.

The date on which the last digital signature is affixed shall be deemed the **effective date** of this Agreement for all purposes

IN WITNESS WHEREOF, the Parties hereto have caused this Business Loan Consultancy Agreement to be executed digitally through the government-approved Odoo digital signature platform by their duly authorized representatives as of the date first above written.

For the Consultant

Name: _____

Designation: _____

Signature: _____

Date: _____

For the Client

Name: _____

Designation: _____

Signature: _____

Date: _____

