

SECTION 4

STANDARD TERMS

1. The Borrower may apply for a loan by submitting the duly completed Application Form(s), and the Lender may agree to grant such loan (has applied for a **"Loan"**) subject to these terms and conditions (**"Standard Terms"**). I accept that the acceptance of the application places no obligation on the Lender to approve the Loan.
2. Definitions:
 - 2.1. **"Account"** means the bank account/any other relevant account where the Loan disbursement is requested and more specifically provided under the Application Form;
 - 2.2. **"Application Form"** means the loan application form submitted by the Borrower to the Lender for applying for this loan, together with all other information, particulars, clarifications and declarations, if any, furnished by the Borrower in connection with this loan and sanctioned by the lender;
 - 2.3. **"Due Date"** means such date on which loan repayment becomes due and payable under the terms of the Transaction Documents as specified by the Lender;
 - 2.4. **"Key Fact Statement"** or **"KFS"** shall mean and include a standard format document containing the details of Annual Percentage Rate, the recovery mechanism, details of grievance redressal officer designated specifically to deal with digital lending/ FinTech related matter and the cooling-off/ look-up period, apart from all applicable fee and charges and other necessary information.
 - 2.5. **"Lending Service Provider (LSP)"** shall mean and include an agent of the Lender who carries out one or more of their functions or part thereof in customer acquisition, underwriting support, pricing support, servicing, monitoring, recovery of specific loan or loan portfolio on behalf of Lender in conformity with extant outsourcing guidelines issued by the Reserve Bank of India.
 - 2.6. **"Loan"** means disbursement made under this Loan Agreement;
 - 2.7. **"Penal Charges"** shall mean and include a penalty charged for non-compliance of material terms and conditions of the Agreement by the borrower, which shall include non-payment of the loan but shall not be levied in the form of 'penal interest' that is added to the rate of interest charged on the principal Amount of the loan. Penal Charges shall not be capitalised, which means that no further interest shall be computed on such charges. The Details of Contingent (in Rupees) disclosed at SI No. 14 of the Key Fact Statement constitutes the Penal Charge for this Agreement, and no other penal charge other than disclosed in the Key Fact Statement shall be levied on the Borrower.
 - 2.8. **"Personal Data"** means any data about an individual who is identifiable by or in relation to such data, as defined in the Digital Personal Data Protection Act, 2023

- 2.9. **"Tax"** means any tax, Goods and Services Tax ("**GST**"), levy, imposition, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying the same);
- 2.10. Any capitalised terms not defined herein shall have the meaning ascribed to such terms under the Application Form;
- 2.11. Loan Application Form, Standard Term, MITC is referred to together as **"Transaction Document"**.

3. The Lender, at its sole discretion, may agree to grant the Loan to the Borrower based on the Application Form, KYC, Credit Reports and Transaction Documents
4. The Lender shall not be obliged to provide any written acceptance to the Loan Application of the Borrower and may do so orally or by disbursement of a Loan (or a part thereof). The Grant of the Loan and acceptance of the Borrower's request shall be at the absolute discretion of the Lender, and the Lender shall convey to the applicant the fact of rejection of the Application Form and will endeavour to convey the reason(s) for such rejection.
5. In case of an Event of Default, the Borrower shall, to the extent permitted by law, be required to pay the overdue amount together with applicable interest accrued thereon under the Transaction Documents, if any. The Lender may, at its sole discretion and subject to applicable law, charge late payment fee as a penal charge for non-compliance with material payment obligations under the Transaction Documents, as disclosed in the Key Fact Statement.

Subject to the Borrower providing accurate information and completion of KYC, the Lender shall disburse the Loan Amount within 72 hours of the Borrower's acceptance of this Agreement. The Loan Amount shall be transferred after deducting the fees and charges disclosed in the Key Fact Statement. The amount shall be directly credited to the Borrower's verified account. No part of the Loan Amount shall be disbursed to any third-party account.

6. The Borrower acknowledges and agrees that the rates of interest specified in the Transaction Documents are reasonable and that they represent genuine pre-estimates of the loss expected to be incurred by the Lender in the event of non-payment by the Borrower. The Borrower shall bear all Taxes in connection with the Transaction Documents (as applicable). If any such cost is incurred or paid by the Lender, Borrower shall forthwith reimburse the same. In the event of the Borrower failing to pay the monies referred to above, the Lender shall be at liberty (but shall not be obliged) to pay the same by directly debiting the account of the Borrower or otherwise, subject to reimbursement of all costs incurred by the Lender.
7. The Borrower shall make payments by the Due Date. The Borrower may prepay the outstanding principal amounts of any Loan(s), in full or in part, prior to the D

ue Dates. All payments must be made in freely transferable funds without any set-off, counterclaim, or deductions, except where required by law for tax deductions at source. If any such deductions occur, the Borrower agrees to provide the Lender with satisfactory evidence of the tax deducted and remitted to the appropriate authority within the statutory timeframe or within ten [10] days of payment, whichever is earlier.

8. If the Borrower is using the UPI Auto-Debit repayment method and the repayment is not received by the due date, the UPI Auto-Debit will be attempted three times over the following days until the payment is completed. If the Borrower's auto-debit repayment method is activated through a different mode and the payment is not received by the due date, an additional auto-debit attempt will be made within ten [10] days of the repayment due date.
9. Upon the occurrence of an Event of Default and after giving prior written notice to the Borrower in accordance with this Agreement, the Lender may recall any portion of the disbursed Loan and/or accelerate the payment obligations of the Borrower. Upon such recall, the Loan and other amounts stipulated by the Lender and all other amounts due under the Transaction Documents shall be payable within the period specified in such notice.
10. The Borrower makes the representations and warranties hereunder to the Lender for the entire tenure of the Loan, repeated on each day until the arrangement is active, that:
 - 10.1. Borrower has the competence to enter into and perform under the Transaction Documents and to carry on its business and operations as it is being or is proposed to be conducted;
 - 10.2. Loan once granted by the Lender under Transaction Documents constitutes legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms;
 - 10.3. Borrower is in compliance with all laws (including laws relating to environment, social and labour, Tax, anti-corruption and anti-money laundering, anti-bribery) applicable to the Parties;
 - 10.4. The Transaction Documents, do not and will not conflict with any law; or with any document which is binding upon the Borrower or any of its asset;
 - 10.5. The Borrower has a valid agreement with the DLA Portal has not blacklisted/ delisted/ suspended or otherwise terminated such arrangement;
 - 10.6. Except to the extent disclosed to the Lender, no litigation, arbitration, administrative or other proceedings nor has the Borrower been declared to be a wilful defaulter or a non-cooperative Borrower;
 - 10.7. All information communicated to or supplied by or on behalf of the Borrower to the Lender, are true and fair and correct and complete in all respects as on the date on which it was communicated or supplied; and nothing has occurred since the date of communication or supply of any information to the Lender which renders such information untrue or misleading in any respect;

- 10.8. Borrower shall provide and complete payment mandates, as and when requested by the Lender, to the Lender or to the Delegate;
- 10.9. Borrower shall not use the fund for the purchase of gold in any form or bribe any person;
- 10.10. Borrower shall ensure that the obligations under the Transaction Documents shall at least rank pari passu with all its unsecured and unsubordinated obligations.
- 10.11. The Borrower is not a Politically Exposed Person ('PEP'). PEPs are individuals who are or have been entrusted with prominent public functions by a foreign country, including Heads of State/Government, senior politicians, senior government, judicial or military officers, senior executives of state-owned corporations and important political party officials, and include relatives and close associates of such persons.
11. The Borrower shall inform the Lender of any change in residential or permanent address, phone number, email, bank details, employment status or job profile within three [3] days of such change, by email to info@logixcorporate.com, with a copy to support@kviku.in.
12. The Lender hereby appoints M.B.A Consulting India Pvt. Ltd. ("**MBA**") as its authorised collection and recovery agent for and on behalf of the Lender in respect of this loan account. MBA shall be responsible for executing all recovery processes under this Agreement, which shall include, without limitation:
 - a. all telephonic, written, electronic, and other communications with the Borrower in connection with outstanding dues;
 - b. field visits to the Borrower's registered residential or business address for the purpose of recovery,
 - c. issuance of pre-litigation and legal demand notices to the Borrower on behalf of the Lender; and
 - d. any other recovery action as may be directed by the Lender from time to time in accordance with applicable law.MBA shall conduct all recovery activities strictly in accordance with: (i) the recovery and collection policy framed by the Lender; (ii) the Reserve Bank of India's guidelines on recovery agents and fair practices; and (iii) all applicable laws and regulations in force. The Borrower consents to the appointment of MBA as the Collection Agent and agrees to cooperate with MBA in all recovery-related communications and processes.
13. The Lender may also delegate to such person(s) the right and authority to perform and execute all such acts, deeds, matters and things connected herewith, or incidental thereto, as the Lender may deem fit. The Borrower recognises, accepts and consents to such delegation. The Borrower shall ensure that all payment mandates, including ECS or National Automated Clearing House ("**NACH**") mandate or Auto-Debit using Payment Gateway, if any, provided to the Lender or to the Delegate, are honoured at all times and such mandates are not altered or amended without prior permission of the Lender.

14. The Borrower shall, within seven [7] Business Days of receipt of a written notice from the Lender under Clause 14.2, pay the amount of any Increased Costs incurred by the Lender as a result of:
 - 14.1. The introduction of or any change in any law or regulation;
 - 14.2. Compliance with any law or regulation made before or after the date of relevant Loan; subject to the Lender providing not less than seven 7 days' prior written notice together with an itemised computation of such Increased Costs.
15. The Borrower shall, indemnify and keep the Lender harmless against any cost, loss damages, expenses, liability (including without limitation, liability under Tax laws whether in form of Tax, interest, penalty or otherwise or third-party claims (including legal fees) incurred by the Lender arising out of or in connection with this loan and/or due to any breach under the Transaction Documents. The Borrower shall promptly notify the Lender of any breach of any representations, warranties, covenants, undertakings or any other terms of these Standard Terms together with the steps taken to remedy it. Upon the breach being reported, the Lender may, without prejudice to any of its rights under law or contract, in its sole discretion recommend implementation of corrective measures to remedy such breach in a form, manner and time as may be necessary or desirable to the Lender.
16. Notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law or anything contained in the Transaction Documents, the amounts repaid by the Borrower shall be appropriated first towards costs, charges and expenses and other monies lawfully due and payable under the Transaction Documents; post which it shall go towards interest on the delayed payments; post which it shall go towards interest payable under the Transaction Documents and lastly towards repayment of any principal amounts. Late payment fee, to the extent charged as a penal charge, shall not be capitalised and no further interest shall be computed on such late payment fee. The Borrower shall, from time to time, if required by the Lender, provide security, in a form and manner satisfactory to the Lender.
17. The Lender may cancel the loan sanctioned before disbursement after giving prior notice to the Borrower. The Parties further agree that the Lender shall have the right to disclose or publish any information regarding the Borrower or guarantor(s) (if any) and any information and documents that they might possess to:
 - 17.1. Any of its branches or with other banks, financial institutions, Credit Information Bureau of India Limited, credit reference or rating agencies/bureaus or other individuals/entities, either in response to their credit inquiries directed to the Lender or in the event of the Borrower not complying with any terms and conditions herein or otherwise and;
 - 17.2. the RBI and/or any other statutory authority or official of the Government of India or that of any other state.

18. The Borrower shall be deemed to have committed an act of default on the occurrence of inter-alia but not limited to, any one or more of the following events (hereinafter referred to as "**Event of Default**"):
 - 18.1. Default has occurred in the payment of any monies in respect of this Loan on the due date (whether at stated Due Date, by acceleration or otherwise) under the terms of the Transaction Documents;
 - 18.2. Default (other than a payment default) has occurred in the performance of any covenant, condition, agreement or obligation on the part of the Borrower under the Transaction Documents and such default has continued for a period of 90 days after notice in writing thereof has been given to the Borrower or as the case may be, to such other person, by the Lender (except where the Lender is of the opinion that such default is incapable of remedy, in which event, no notice shall be required);
 - 18.3. Breach of any representation, warranty, declaration or confirmation made or deemed to be made under the Transaction Documents;
 - 18.4. Death of the Borrower or termination of the agreement between the Borrower and the Portal, or blacklisting from the Portal, or the Security provided by the Borrower hereunder is under jeopardy;
 - 18.5. Borrower has, or there is a reasonable apprehension that the Borrower would, voluntarily or involuntarily, become the subject of proceedings under insolvency law;
 - 18.6. Borrower is unable or has admitted in writing its inability to pay any of its indebtedness as and when they mature or become due upon becoming aware of the default, the steps;
 - 18.7. An event of default howsoever described, occurs under any agreement or any indebtedness of the Borrower, becomes, or becomes capable at such time of being declared, due and payable under such agreements before it would otherwise have been due and payable.
19. The Lender reserves the unconditional right to transfer the loan account to transferees permitted under applicable RBI directions (including Regulated Entities and ARCs) if it deems necessary.
20. Upon occurrence of any Event of Default the Lender shall be entitled at its absolute discretion to inter alia call upon the Borrower to pay forthwith the outstanding balance of this Loan together with interest and all sums payable by the Borrower to the Lender; and call upon the Borrower to pay all claims, costs, losses and expenses that may be incurred by the Lender because of any act or default on the part of the Borrower under the Transaction Documents.
21. **Notice:** Any notice or request to be given or made by a party to the other shall be in writing and email communication.

22. **Disputes:** This Agreement shall be governed by the laws of India. Any disputes arising out of or relating to this Agreement shall be subject to the jurisdiction of the courts at New Delhi. Any and all disputes shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, including any amendment, modification or re-enactment thereof. The arbitration shall be conducted in accordance with the rules of an arbitral institution identified by the Lender and by a sole arbitrator appointed by such arbitral institution. The seat and venue of arbitration shall be New Delhi and the language of the arbitration proceedings shall be English. Each Party shall bear its own costs and expenses, unless otherwise determined in the arbitral award. Any dispute shall not affect the Borrower's obligation to repay any amounts due under this Agreement.
23. The Lender may also delegate to such person(s) the right and authority to perform and execute all such acts, deeds, matters and things connected herewith, or incidental thereto, as the Lender may deem fit. The Borrower recognises, accepts and consents to such delegation. The Borrower (for its ease of operation and convenience) requests that the Lender perform the below-mentioned functions through the Delegate (whether through its technology solutions or otherwise), which the Lender may, in its sole discretion, choose to allow:
- 23.1. Transmission of the Drawdown Request from the Borrower to the Lender;
 - 23.2. Collection of certain deeds, documents, instrument or information;
 - 23.3. Collection towards repayments in a form and manner agreeable by the Lender;
 - 23.4. The Parties further agree that Borrower shall promptly provide upon request of the Lender any further document/information as may be required by the Lender, including but not limited to the end user certificate and shall only use the Facility for the Purpose.
24. Any additional payment made by Borrower shall be refunded within 10 (ten) business days post the reconciliation of the accounts has been completed by Lender/DLA/LSP. Once the loan agreement has been executed and funds have been transferred to the Borrowers' verified bank account, the loan request cannot be cancelled, subject to cooling off period as mentioned in the Key Fact Statement. However, the Borrower can repay the loan early, paying the applicable interest, processing fee, and applicable GST on the processing fee.
25. The Borrower shall not assign or transfer all or any of its rights, benefits or obligations under the Transaction Documents, provided however, that the Lender may, at any time, assign or transfer all or any of its rights, benefits and obligations under the Transaction Documents.
26. In case of default committed by the Borrower, the Lender may also disclose and publish the information about the Borrower and its default with the Lender or share the same with any government or regulatory authority or the credit rating agencies within India.

27. The Borrower acknowledges that any contract or arrangement between the Lender and/or any third parties is independent of these Standard Terms.
28. The Lender reserves the right to amend the terms of these Standard Terms (except amendment to the Rate of Interest) by intimating the same to the Borrower.
29. Borrower hereby acknowledges that the use of Borrower's Aadhaar number to establish Borrower's identity or to execute any documents, by authentication or offline verification, is voluntary and in compliance with "the Aadhaar and other Laws (Amendment) Ordinance, 2019".
30. Borrower further understands that upon acceptance of the Loan Agreement by clicking 'I Accept'/'Consent' and using OTP generated at your registered contact details (Registered Mobile Number and/or Registered Email Id) constitutes express and explicit consent, valid, binding and enforceable as if the Borrower had signed each page of this Agreement, and it will be treated as a legal and binding agreement created between us under the Indian Contract Act, 1872, read with the Information Technology Act, 2000. The Borrower undertakes to affix physical signatures on this Agreement if the Lender so requires. The Parties shall be deemed to have executed this Agreement upon disbursal of the sanctioned Loan Amount to the Borrower."
31. The Borrower confirms that the Bank account in which the Loan was disbursed belongs to him and post-disbursement, the same forms piece and parcel of this Loan Agreement.
32. Borrower confirms that he has read the Key Fact Statement along with other documents and clearly understands the repayment amount and Annual Percentage Rate ("**APR**") and contingent costs/fees he shall pay in case he fails to repay the loan as per the repayment schedule.
33. The Borrower understands that the present loan product is designed for Non-Micro Credit Borrowers and confirms that his annual family Income is more than [INR 3,00,000/-] and, post eligibility, only that the Borrower has applied for the present loan. For this purpose, 'household' shall mean an individual family unit, i.e., husband, wife and their unmarried children.
34. The Borrower understands that he will be serviced by the Lending Service Provider (LSP) Private Limited/Digital Lending App (DLA) used is Finexo Solutions Private Limited and in case customer is uncomfortable at any stage with services of LSP/DLA, he will request the lender for change of LSP/DLA by writing email to logixcorporate@gmail.com

35. Borrower acknowledges and accepts the following documents, which will also be forwarded to the registered email of the borrower along with this loan agreement:
- 35.1. Loan Sanction letter with Terms and Conditions of the Loan;
 - 35.2. Terms and conditions of this Loan Agreement;
 - 35.3. Privacy Policy of Lender;
 - 35.4. Privacy Policy of LSP.

36. Repayment Mechanism during Cooling Off Period

36.1. During the cooling off period, being the disbursement calendar date plus one (1) calendar day ("Cooling Off Period"), the Borrower may exit this Agreement by repaying the outstanding principal amount together with proportionate interest accrued for the period of utilisation along with a one-time/recurring processing fee. No other charges, including but not limited to late payment fees, bounce fees, or prepayment penalties, shall be levied on the Borrower in respect of such exit.

36.2. The Borrower may initiate repayment during the Cooling Off Period through the Digital Lending App or by writing to the Lender at info@logixcorporate.com, with a copy to support@kviku.in. Repayment shall be made through any of the modes specified in Section 1, Clause 15 of this Agreement, being Auto-Debit, Debit Card, Unified Payments Interface (UPI), or Net Banking.

36.3. Upon receipt of the full repayment amount, the Lender shall confirm closure of the loan account to the Borrower.

37. Foreclosure and Closure of Loan Account

37.1. The Borrower may foreclose the Loan at any time by paying the outstanding principal, interest accrued to the date of closure and any charges disclosed in the KFS ('Foreclosure Payment').

37.2. Upon receipt of the Foreclosure Payment, the Lender shall issue a loan account statement and a no-objection/no-dues certificate to the Borrower within fifteen [15] days of closure.

38. Use of Borrower's Personal Information

38.1. Purpose: The Lender shall process Borrower's Personal Data for (i) loan origination, (ii) appraisal, (iii) sanction, (iv) disbursement, (v) repayment monitoring, (vi) KYC/AML and regulatory compliance, (vii) credit assessment, (viii) fraud prevention, and (ix) reporting to Credit Information Companies and statutory/regulatory authorities.

38.2. Notice: The Privacy Policy of the Lender sets out the categories of Personal Data collected, purposes, the Grievance Officer's contact details and the Borrower's rights and complaint mechanisms

38.3. Consent: The Borrower confirms free, specific, informed and unambiguous consent by clear affirmative action to processing of Personal Data in connection with this Agreement. The Borrower may withdraw consent at any time by written notice to the Lender/Grievance Officer, subject to the Lender's right to retain and

process Personal Data as required by applicable law or RBI Directions, including where necessary for the administration or enforcement of any subsisting facility.

38.4. Lawful Basis of Processing: Personal Data shall be processed on the basis of the Borrower's consent and/or for such legitimate uses as are permitted under applicable law, including compliance with applicable KYC/AML, regulatory and reporting requirements.

38.5. Retention and Purpose Limitation: The Personal Data of the Customer shall be retained only as long as necessary or as required by law, and thereafter securely deleted or anonymised. The Personal Data of the Customer shall not be used for any other purpose without fresh consent except where such processing is required or permitted by applicable law.

38.6. Correction and Erasure: The Borrower shall have the right to request correction of any inaccurate or incomplete personal data, including but not limited to KYC-related information, maintained by the Lender. The Borrower shall also have the right to request erasure of personal data that is no longer necessary for the purposes for which it was collected or processed, including upon full repayment and closure of the Loan, subject to the Lender's legal and regulatory obligations to retain such data. All such requests may be submitted in writing to the Lender's Grievance Officer and shall be processed under applicable law.

39. Waiver: Unless otherwise stated expressly, any delay or failure by any Party in exercising any rights/ remedies arising out of this Agreement shall not constitute a waiver of rights or remedies and no single/ partial exercise of any rights or remedies, hereunder, shall prevent any further exercise of the rights/remedies by such Party.

40. Survival: The Borrower acknowledges that the representations, undertakings, and warranties and the clauses relating to indemnities, enforcement costs, repayment of loan, remedies, governing law and arbitration and these general provisions shall survive the efflux of time and the termination of this Agreement.