

## VIVIFI INDIA FINANCE PVT LTD.

(CIN: U65923TG2016PTC110767)  
UNIT A, 9TH FLOOR, MJR MAGNIFIQUE, SURVEY NO 75 & 76,  
KHAJAGUDA X ROADS, RAIDURGAM, HYDERABAD, TELANGANA - 500008

### LOAN AGREEMENT

Executed by

Name of Borrower :  
Account No :

This Loan Agreement (hereinafter referred to as Agreement , or Loan or Line or Line of Credit ) is made effective as of \_\_\_\_  
\_\_\_\_\_, (hereinafter referred to as the Effective Date ), by and between

**VIVIFI INDIA FINANCE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 2013, operating through its physical office at 9th Floor, MJR Magnifique, Raidurgam, Hyderabad 500008, and its own website(s) and Digital Lending Apps(DLA) FlexSalary, FlexPay, and FlexPayLoan (hereinafter referred to as Lender, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns)

And

, in the Key Fact

Statement hereto (hereinafter referred to as the "Schedule") being borrowers and co-borrowers, hereinafter collectively referred to as "Borrower" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, administrators and executors. In case of there being more than one Borrowers (i.e. there being co-borrowers), the reference to the term "Borrower" shall be deemed to be as if it were plural and this document shall be read accordingly as if made and liabilities undertaken by each of them jointly and severally. Reference to the masculine gender includes reference to the feminine and neuter genders and vice versa.

**THE BORROWER** hereby irrevocably and unconditionally agrees to abide by the following terms and conditions:

a. Pursuant to the application by the Borrower ("Application"), the Lender has sanctioned a Loan with a limit not exceeding the amount mentioned in the Schedule hereto (hereinafter referred to as "Loan"), and the Borrower agrees to borrow the same, subject to and upon the terms and conditions contained in the loan Application and/or this agreement. Notwithstanding any other provisions contained herein, the Borrower can cancel the Loan at any time from the Effective Date subject to repayment of the full outstanding balance at such time which may include, at a minimum, the full principal outstanding at such time, any interest and other fees that have become due on the loan at such time as per the Schedule annexed to this Agreement. The Borrower shall not use the Loan for any speculative or illegal or anti- social purpose.

b. The Loan processing fees, documentation fees, interest, compound interest, default interest, conditional interest on continued line usage, transaction fees, merchant fees, any other charges computed as interest or fees, dues and monies payable, costs and expenses reimbursable, as outstanding from time to time and whether any of them due or not, are hereinafter collectively referred to as "Outstanding Balance". The Borrower shall, within such time period and in the manner set out under the Schedule annexed to this Agreement ( Tenor ), pay interest on the Loan, the unpaid due interest and all other outstanding fees, charges and monies (except the default interest), at the rate of interest specified in the Schedule hereto, on the outstanding daily balance from the date of Disbursement, on a simple interest basis at monthly rates, while the company retains the right to compound the unpaid and overdue interest . The Lender in its sole discretion would be entitled to change the said rate of interest from time to time including on account of changes made by the Reserve Bank of India, which would be intimated to the Borrower and would be binding upon the Borrower. The Borrower shall also pay and bear all tax, if any, as applicable from time to time. The Borrower shall, within the Tenor, repay the Loan and pay the interest that is due from time to time by way of monthly payments as specified in the Schedule or as may be specified by the Lender from time to time (time being the essence of the contract). The Borrower has perused, understood and agreed to Lender s method of calculating Interest and fees as also the appropriation thereof into principal, interest and fees. The payment of all the monies by the Borrower shall be made on or before the respective due dates, at such place as the Lender may require, without any set-off or counterclaim or withholding or deduction (save as required by law in which case the amount payable by the Borrower to the Lender shall be increased to the amount which after making such deduction or withholding equals the original due amount as if no withholding or deduction were required), by way of one or more modes and instruments including post-dated cheques ("PDCs"), Standing Instructions (SI)/ Electronic Clearing System (ECS) instructions / UPI Payments/ NACH / other mode or instrument, as acceptable to the Lender from time to time. If any due date falls on a non-business day, the payment shall be made by the Borrower on the immediately preceding business day. In case of cheques / other instrument, the payment shall be deemed to have been made by the Borrower only at the point of time the sum is credited and realized fully in Lender s account irrespective of the date of instrument or time of receipt or presentation of instrument. In case of any default, the Borrower shall without prejudice to Lender's other rights and remedies, pay additional / default interest at the rate mentioned in the Schedule hereto or as may be prescribed by the Lender, over and above the then applicable rate of interest till full payment is made and default is cured. This liability shall not act as justification for any default.

c. The Borrower shall pay to Lender, the charges, fees, commissions, etc. specified in the Schedule hereto or as specified by the Lender from time to time, within such time or on occurrence of such events as specified and if not specified then forthwith upon demanded by the Lender. All other present and future costs and expenses, taxes (as applicable from time to time), any related levy,

stamp duty, in all jurisdictions, in relation to this or other documents or any transaction pursuant thereto, irrespective of who the beneficiary is, shall be borne and payable solely by the Borrower, including enforcement, preservation of security, recovery, initiating or defending or pursuing any legal proceedings or actions by Lender. In case of any such sums if paid or incurred by the Lender, the Borrower shall be liable to reimburse the same to the Lender in full forthwith.

d. Any payments made by or on behalf of the Borrower or any realizations in relation to the Loan, security, during the Tenor, shall be appropriated towards the Outstanding Balance and / or Liabilities (as defined hereinafter) in the following order: (a) Firstly, towards costs and expenses incurred by the Lender; (b) Secondly, towards any charges, commissions, fees, taxes, levies (wherever applicable); (c) Thirdly, towards additional interest/ default interest / conditional interest on continued line usage; (d) Fourthly, towards any and all fees including but not limited to Transaction Fees and Late Fees; (e) Fifthly, towards interest (f) Sixthly, towards principal amount(s). Any statement of account furnished by the Lender shall be accepted by and be binding on the Borrower and shall be conclusive proof of the correctness of the amounts mentioned therein except for any manifested error therein.

e. Notwithstanding anything stated in any document including this Agreement, the continuation of the Loan shall be at sole and absolute discretion of the Lender and the Lender may at any time during the Tenor, in its sole discretion and without assigning any reason call upon the Borrower to pay the Outstanding Balance and upon such demand by the Lender, the Borrower shall, within 48 hours of being so called upon, pay the whole of the Outstanding Balance to the Lender without any delay or demur.

f. The Borrower represents and warrants that; which shall be deemed to have been repeated to the Lender on the date of the Disbursement and on each date thereafter till entire repayment obligations of the Borrower is complete: (a) The Borrower is a citizen of India and is over 21 years of age and is of sound mind and is competent to contract and enter into and perform his/her obligations contemplated under this Agreement or other document with respect of the Loan; (b) There is no impeding restriction, whether under law, judgement, order, award, contract or otherwise, for the Borrower entering into and / or performing any of the transactions contemplated by this Agreement or other documents in respect of the Loan and all approvals and consents, wherever necessary have been duly obtained and are and will continue to be in full force; (c) The execution hereof constitutes legal, valid and binding obligations of the Borrower; (d) That there is no existing Event of Default; (e) All declarations made by Borrower are true and complete and no material information has been suppressed or withheld.

g. The Borrower shall furnish and create such security from time to time in favour of or for the benefit of the Lender, of such value, in such form and in such manner, as may be deemed fit by the Lender, forthwith upon so required by the Lender, for the Tenor of the Loan. The Lender shall also have the right to stipulate any further terms and conditions that it may deem fit at any time prior to or after the grant of the Loan, which shall be binding on the Borrower.

h. The following events shall constitute events of default (each an "Event of Default"), and upon the occurrence of any of them the entire Outstanding Balance shall become immediately due and payable by the Borrower and further enable the Lender inter alia to recall the entire Outstanding Balance and / or enforce any security and transfer or sell the same and / or take, initiate and pursue any actions or proceedings as deemed necessary by the Lender for recovery of the dues: (a) Failure on Borrower' part to perform any of the obligations or terms or conditions or covenants applicable in relation to the Loan including under this Agreement or other documents including non-payment in full or any part of the Outstanding Balance when due or when demanded by Lender; (b) any misrepresentations or misstatement by the Borrower; or (c) occurrence of any circumstance or event which adversely affects Borrower' ability to pay or repay the Outstanding Balance or any part thereof or perform any of the obligations; (d) If any attachment, distress, execution or other process against the Borrower or its assets or any of the security is threatened, enforced or levied upon by any person; or (e) fall, reduction or decrease, in the opinion of the Lender, in value of any security lower than the value required by the Lender; (f) the event of death, insolvency, failure in business, commission of an act of bankruptcy of the Borrower, or change or termination of employment or profession or business for any reason whatsoever, without the prior information to the Lender.

i. The Borrower covenants and agrees that, save and except with the prior, specific and express written consent of the Lender, the Borrower shall not, during the Tenor of the Loan: (a) create, assume or incur any further indebtedness to any person; or lend or advance any amounts to any person; or undertake any guarantee or security obligation; (b) except in favour of the Lender, sell, license, let, lease, transfer, alienate, dispose of in any manner whatsoever, surrender or otherwise encumber any of its assets, rights, title or interest, receivables, or any part thereof; or create, facilitate or permit to exist any charge, encumbrance or lien of any kind whatsoever over any of its property or grant any option or other right to purchase, lease or otherwise acquire, any such assets or part thereof; (c) permit or effect any direct or indirect change in the legal or beneficial ownership or control; (d) Change or cease or retire from or terminate or resign from the present employment or profession or business disclosed in the Application; or change, terminate or open any lender account.

j. Notwithstanding anything to the contrary in this Agreement or any other document or arrangement: (i) in respect of all and any of Borrower' present and future liabilities to the Lender, its affiliates, group entities, associate entities, parent, subsidiaries, any of their branches (collectively "Relevant Entities"), whether under this document or under any other obligation or loan or facilities or borrowings or document, whether such liabilities are/be crystallized, actual or contingent, primary or collateral or several or jointly with others, whether in same currency or different currencies, whether as principal debt or and / or as guarantor and / or otherwise howsoever (collectively "Liabilities"), each of the Lender and the Relevant Entities shall in addition to any general lien or similar right to which any of them as bankers may be entitled by law, practice, custom or otherwise, have a specific and special lien on all the Borrower' present and future stocks, shares, securities, property, book debts, all moneys in all accounts whether current, savings, overdraft, fixed or other deposits, held with or in custody, legal or constructive, with the Lender and / or any Relevant Entities, now or in future, whether in same or different capacity of the Borrower, and whether severally or jointly with others, whether for any banking relationship, safe custody, collection, or otherwise, whether in same currency or different currencies; and (ii) separately, each of the Lender and the Relevant Entities shall have the specific and express right to, without notice to and without consent of the Borrower, set-off, transfer, sell, realize, adjust, appropriate all such amounts in all accounts (whether prematurely or upon maturity as per the Lender s discretion), securities, amounts and property as aforesaid for the purpose of realizing or against any of dues in respect of any of the Liabilities whether ear-marked for any particular Liability or not, combine or consolidate all or any of accounts of the Borrower and set-off any monies, whether of same type or nature or not and whether held in same capacity or not including upon happening of any of the events of default mentioned in any of the documents pertaining to

the respective Liabilities or upon any default in payment of any part of any of the Liabilities. (iii) The Lender and the Relevant Entities shall be deemed to have and hold and continue to have first charge on any assets including any deposit on which security has been/will be created in respect of the Loan, as security also for any of the other Liabilities and all the rights and powers vested in the Lender in terms of any security or charge created for the Loan shall be available to the Lender and/or the Relevant entities also in respect of such other Liabilities, irrespective of the fact whether the Loan is at any time outstanding, repaid or satisfied or not and even after the Loan has been repaid or prepaid.

k. The Lender shall at any time during the Tenor, without any consent of or notice to the Borrower, sell, assign, discount or transfer all or any part of the Lender's rights and obligations under the Loan, this document or any other document, to any person(s) and in such manner and on such terms as the Lender may decide. Borrower shall not be entitled to directly or indirectly assign or in any manner transfer, whether in whole or part, any rights, the benefit or obligation under the Loan, this/ other document.

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

m. The Lender shall have the right to not return the Application, the photographs, information and documents submitted by the Borrower. The Lender shall, without notice to or without any consent of the Borrower, be absolutely entitled and have full right, power and authority to make disclosure of any information relating to Borrower including personal information, details in relation to documents, loan, defaults, security, obligations of Borrower, to the Credit Information Bureau of India (CIBIL) and / or any other governmental or regulatory or statutory or private entity, credit bureau, RBI, the Lender's subsidiaries or affiliates or rating agencies, service providers, other banks or other financial institutions, any third parties, any assignees or potential assignees or transferees, who may need the information and process the information, publish in such manner and through such medium as may be deemed necessary by the publisher or Lender or RBI, including publishing the name as part of willful defaulter's list from time to time, as also use for KYC information verification, credit risk analysis, or for other related purposes. In this connection, the Borrower waives the privilege of privacy and privity of contract. The Lender shall have the right, without a notice to or without any consent of the Borrower, to approach, make enquiries, obtain information, from any person including other banks or finance entities or credit bureaus, Borrower's employer or family members, any other person related to the Borrower, to obtain -any information for assessing track record, credit risk, or for establishing contact with the Borrower or for the purpose of recovery of dues from the Borrower.

n. Any notice, approvals, instructions, demand and other communications given or made by the Lender shall be deemed to be duly given and served if sent by normal post, courier, registered post, facsimile, electronic mail, personal delivery, SMS or by pre-paid registered mail addressed to the Borrower's address, phone or mobile number, fax number or email as given in the Application (or at the address changed on which Lender's acknowledgement is duly obtained as hereinafter mentioned) and such notice and service shall be deemed to take effect on the third working day following the date of the posting thereof in case of normal post, courier, registered post, at the time of delivery if given by personal delivery, upon -receipt of a transmission report if given by facsimile, upon sending the electronic mail or SMS if given by electronic mail or SMS. The Borrower undertakes to keep the Lender informed always in writing of any change in the mailing address, email id, phone and mobile number as provided in the Schedule and to obtain Lender's written acknowledgement on the intimation given to Lender for any such change.

o. The Loan, this Agreement or any other documents, shall be governed by the laws of India. The parties hereto expressly agree that all disputes arising out of and / or relating to the Loan, this Agreement or any other relevant document shall be subject to the exclusive jurisdiction of courts of Hyderabad, provided that exclusivity aforesaid shall bind the borrower and the Lender shall be entitled to pursue the same in any other court of competent jurisdiction at any other place; and provide further that if any dispute is below the pecuniary jurisdiction limit of the Debts Recovery Tribunals established under the Recovery of Debts due to Banks and Financial Institutions Act, 1993, then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator appointed by the Lender. The costs of such arbitration shall be borne by the losing party or otherwise as determined in the arbitration award if a party is required to enforce an arbitral award by legal action of any kind, the party against whom such legal action is taken shall pay all reasonable costs and expenses and attorney's fees, including any cost of additional litigation or arbitration taken by the party seeking to enforce the award.

## SCHEDULE - LINE OF CREDIT

a. Borrower Name :

b. Residence Address :

c. Current Employer :

d. Line of Credit Extended : Rs.

e. Line of Credit Start Date :

f. Requesting Cash Advances: You may request Cash Advances from your Account, up to the Credit Limit. The Cash Advances can be requested to be either, directly transferred into your designated bank account or to make transfers or payments directly to the bank account(s) of any other deemed merchant, where the disbursements are for a specific end use. Cash Advances may be suspended if any portion of any Minimum Payment Due (refer to clause l of the schedule) is past due.

g. How We Will Calculate all Finance charges based on Your Balance:

We use the outstanding principal balance at the end of the day as the basis for calculation of all finance charges. We calculate the finance charges on your Account by applying the Daily Periodic Interest Rate on the "outstanding principal balance at the end of the day" of your Account (including current transactions) for the number of days in the billing cycle.

All the Finance Charges are calculated only on simple interest basis without any compounding.

Processing Fee	One-time Processing Fee of Rs. 0.00 for processing the Borrower's line of credit application charged at the first withdrawal.
Tenor	The Outstanding Balance shall be repayable by the Borrower within 36 months from the date of disbursement of the Loan.
Interest on Loan	Rs. 10 for each Rs. 10,000 per day pro-rated for the amount borrowed and term of outstanding equaling 36.50% per annum, if an outstanding is maintained throughout the term.
Conditional Interest on Continued Line Usage	Rs. 175.00 for each Rs. 10,000 per month pro-rated for the amount and term of outstanding equaling 21.00% per annum  <b>Waiver of the Conditional Interest on Continued Line Usage</b> For each repayment being made by the borrower, the Lender may at its sole discretion waive this Conditional Interest on Continued Line Usage for the preceding billing period, if the amount paid is equal to or greater than the sum of all outstanding interest and fees due along with one-third (1/3rd) of the Outstanding Principal Balance at that time.
Paying Interest	You will be charged daily periodic interest from the date of each transaction.
Transaction Processing Fee	Charged on transactions made on the account based on the detailed schedule is provided below clause k.
Default Interest	None
Late Fees	None
Penalty Fee	None

h. Credit Limit

The Lender has sanctioned a loan not exceeding the amount mentioned in the Schedule hereto and the Borrower agrees to borrow the same.

The Borrower can close or cancel the Loan at any time during the Tenor, by repaying the Outstanding Principal Balance and all outstanding finance charges at such time.

The Lender may offer the Borrower renewed credit terms including upgradation of credit limit with the Borrower's consent, from time to time, by charging a Credit Reassessment Fee ranging between Rs.300 and Rs. 500 per reassessment.

i. Billing Cycle

Your billing cycle will generally be consistent with the income cycle information you provide to us. That is, if you receive income monthly then your billing cycle will be monthly. Note that the initial billing cycle

may be different than the regular billing cycle. The initial billing cycle will be from the date of this Agreement until the day prior to your next scheduled date to receive income. Payment Due Dates will generally be consistent with your scheduled date to receive income.

j. Cooling off/look-up period

The Borrower can close the loan within 7 days of first disbursement by repaying the Outstanding Principal Balance and all outstanding finance charges at such time.

k. Transaction Processing Fee:

A transaction fee is charged basis the transacted value as provided below:

- For transactions less than Rs. 100, the fee charged will be Rs. 2 for withdrawal and Rs. 0 for repayment transactions.
- For any transactions greater than or equal to Rs.100 and less than Rs.500, the fee charged will be Rs.5 for both withdrawal and repayment transactions.
- For any transactions greater than or equal to Rs.500 and less than Rs.1500, the fee charged will be Rs.10 for both withdrawal and repayment transactions.
- For any transactions greater than or equal to Rs.1500 and less than Rs.2500, the fee charged will be Rs.20 for withdrawal and Rs.10 for repayment transactions.
- For any transactions greater than or equal to Rs.2500 and less than Rs.5000, the fee charged will be Rs.30 for withdrawal and Rs.10 for repayment transactions.
- For any transactions greater than or equal to Rs.5000 and less than Rs.10000, the fee charged will be Rs.50 for withdrawal and Rs.20 for repayment transactions.
- For any transactions greater than or equal to Rs.10000, the fee charged will be Rs.50 for withdrawal and Rs.25 for repayment transactions.
- For the purpose of computation of fees, the transaction amount will always be rounded up to the nearest Rupee

For the first repayment and the first withdrawal transaction account in each calendar month, the following fees will be charged as shown below for loans with credit limit greater than or equal to Rs. 2000.

- For the transaction value less than Rs.200, the fee charged will be Rs.0 for withdrawal and repayment transactions.
- For the transaction value greater than or equal to Rs.200, only 50% of the above mentioned fee is charged on the withdrawal or repayment transactions..

l. Minimum Payment Due.

Each billing cycle you agree to pay us by demand draft, certified funds or by electronic fund transfer, at least the Minimum Payment Due by the due date ("Payment Due Date"). If a Payment Due Date falls on a bank holiday, then we will credit the payment received on the next business day as if it were received on the scheduled Payment Due Date.

Your Minimum Payment Due will be calculated to include all unpaid interest and fees assessed by the Lender due for that billing cycle, if any. Please note that the Lender also advises a principal repayment ranging between 2.5% to 33.34% of the outstanding principal in the billing statement but maintains this as optional. This advice is aimed towards helping you repay your loan faster. If you choose to not make the principal repayment portion with each statement or are unable to remit the advised amount, you may remit to us only the interest & fees that are due on your statement to keep your account from being marked as past due or default. Please also note that although your account will not be marked as past due or default, your outstanding Principal will not be reduced. If you only pay the Minimum Payment Due in each billing cycle, you will pay more in interest and it will take longer to pay off your balance.

If you mail us a demand draft/money order, your payment must be accompanied by your line of credit account number and mailed to the address on the first page of this Agreement. If any mailed payment does not conform to these requirements, then the processing and application of the payment may be delayed, or the payment may be rejected. The Borrower understands that all fees listed in this Schedule are per the credit policy of the Lender and are subject to

change. The Lender may choose to not assess any of the fees to any or all of the Borrowers based on its sole discretion including the fees, merchant fees, Conditional Interest on Continued Line Usage, late fee etc.

m. Application of Payments.

All payments will be first applied to accrued and unpaid fees, then to accrued and unpaid interest, and then to principal.

n. Promise To Pay.

You promise to pay to us all Cash Advances, interest, fees and all other amounts owing to us in accordance with this Agreement.

#### DEFAULT ON YOUR LOAN ACCOUNT

a. Default and Cure.

You may be considered in default under this Agreement: (a) If we fail to receive a Minimum Payment Due on or before its scheduled Payment Due Date; (b) if you fail to timely comply with or perform any other obligation under this Agreement; (c) if any representation or warranty made by you to us is false or misleading; or (d) if you begin, or if any other person puts you in, a bankruptcy, insolvency or receivership proceeding. You may cure default by paying all past due amounts and or paying your balance in full.

b. Our Rights in the Event of Default.

If you are in default under this Agreement, we may, at our option and as permitted by law do any one or more of the following: (i) declare your entire Account balance immediately due and payable and proceed to collect it; (ii) close your Account or lower your Credit Limit; (iii) exercise all other rights, powers, and remedies given by law; and (iv) recover from you all charges, costs and expenses, including all collection costs, court costs, and reasonable attorney s fees as allowed by law. We may charge and collect interest following default or judgment in our favor at the maximum rate allowed by law.

c. Payment Authorization Upon Default.

In the event we declare you in default under this Agreement, you authorize us, and our successors and assigns, to initiate a one-time automatic debit entry to your Bank Account in the amount of the entire outstanding balance under this Agreement which will include all outstanding principal, accrued & unpaid fees, accrued & unpaid interest. You agree that we will initiate the single electronic debit entry only in the event of default, only for the outstanding amount owing at the time of acceleration, and within a reasonable time after we declare the Account in default. We may re-initiate the debit additional times if it is dishonored until your account balance becomes zero. You authorize us to verify all of the information that you have provided to us relating to your Bank Account. If there is any missing or erroneous information in or with your loan application regarding your Bank Account, then you authorize us to verify and correct such information.

#### OTHER PROVISIONS

a. In case of any assistance or complaints, you can contact our Loan officers at the

following Phone: +91.40.4617.5151 Email: [support@vivifin.com](mailto:support@vivifin.com) Physical mail: Unit A, 9th Floor, MJR Magnifique, Survey No 75 & 76, Khajaguda X Roads, Raidurgam, Hyderabad, Telangana - 500008

b. The Borrower has read and understood the Key Fact Statement in full