



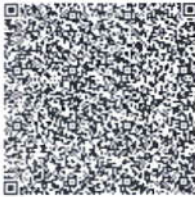
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL32940098028964Y
Certificate Issued Date : 15-Jun-2026 01:39 PM
Account Reference : IMPACC (IV)/ dl752103/ DELHI/ DL-ESD
Unique Doc. Reference : SUBIN-DL75210375879768923169Y
Purchased by : OSHUN ADVISORY SERVICES OPC PRIVATE LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
 (Zero)
First Party : NAMAN COMMODITIES PVT LTD
Second Party : OSHUN ADVISORY SERVICES OPC PRIVATE LIMITED
Stamp Duty Paid By : OSHUN ADVISORY SERVICES OPC PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into on this 16th day of June 2026.

For Naman Commodities Private Limited

BY AND BETWEEN:

OSHUN ADVISORY SERVICES (OPC) Pvt. Ltd


Authorised Signatory/Director


DIRECTOR

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at www.stampertamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The issue of checking the authenticity is on the users of the certificate.
- In case of any discrepancy, please refer to the Government Website.

Naman Commodities Pvt Ltd., a Non-Banking Financial Company, duly registered under the Companies Act, 2013 and the Reserve Bank of India Act, 1934, having its registered office at 2nd Floor, No. **GE-61, 695, Rajdanga Main Road, P.O.E.K.T.P.P.S. Kasba, E.K.T, Kolkata, West Bengal, India-700107** and corporate office at **B-51, Second Floor, New Krishna Park, Vikaspuri, West Delhi, Delhi, India-110018** , having CIN No.**U51109WB1996PTC078166** , hereinafter referred to as the “NBFC”, through its Authorized Signatory **Mr. Abidi Yusha Yusuf** (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), **First Party**;

AND

Oshun advisory services (OPC) private limited having its principal place of business at **A - 184 sector – 83, Noida-20305. GB Nagar, U.P.**, through its Authorized Signatory **Ms. Yamini Chhabra (director)** hereinafter referred to as the “**DSA**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include its heirs, legal representatives, administrators, successors, and permitted assigns), **Second Party**.

NBFC and DSA are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS:

A. The NBFC is engaged in the business of providing various financial products and services including but not limited to loans;

B. The DSA is engaged in the business of sourcing prospective customers for financial institutions;

C. The NBFC desires to engage the DSA on a non-exclusive basis for sourcing prospective customers and facilitating certain services in accordance with the terms and conditions set forth herein;

D. The DSA has agreed to render such services to the NBFC under this MoU.

For Naman Commodities Private Limited

Authorized Signatory/Director

OSHUN ADVISORY SERVICES (OPC) Pvt. Ltd.

DIRECTOR

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

1. DEFINITIONS:

1.1 “Applicable Law” means all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, and orders of any governmental authority, statutory authority, tribunal, board, court or recognized stock exchange in India, as may be applicable from time to time.

1.2 “Confidential Information” shall have the meaning ascribed to it in Clause 7 of this Agreement.

1.3 “Customer” means any individual, firm, company, or other legal entity sourced by the DSA and who has applied for or availed of any financial product or service offered by the NBFC pursuant to this Agreement.

1.4 “Disbursement” means the release of funds by the NBFC to the Customer under a loan or financial product pursuant to an application sourced by the DSA under this Agreement.

1.5 “Direct Selling Agent” or “DSA” means the entity or individual engaged by the NBFC for sourcing prospective Customers and providing services in accordance with this Agreement.

1.6 “Know Your Customer” or “KYC” means the due diligence process to identify and verify the identity of the Customer, as prescribed by the Reserve Bank of India and other applicable laws from time to time.

1.7 “Memorandum of Understanding” or “MoU” means this Memorandum of Understanding, including all Schedules, Annexures, and any amendments made thereto from time to time.

1.8 “NBFC” means the Non-Banking Financial Company named in this Agreement, its successors, and permitted assigns.

1.9 “Services” means all activities to be performed by the DSA under this Agreement, including sourcing Customers, collecting documents, conducting preliminary verifications, and any other related activities described in Clause 4 of this Agreement.

For Naman Commodities Private Limited


Authorised Signatory/Director

OSHUN ADVISORY SERVICES (OPC) Pvt. Ltd.


DIRECTOR

1.10 "Commission" means the payment to be made by the NBFC to the DSA for Services rendered under this Agreement, as specified in Schedule A.

2. INTERPRETATIONS:

- a) A reference to the similar shall include the plural and vice-versa.
- b) Words in one gender shall include any other gender.
- c) A reference to a document (including this MoU) shall include the document (including any Schedules) as amended, consolidated, supplemented, novated, or replaced.
- d) A reference to an agreement (including this MoU) shall include any deed, agreement, or any legally enforceable arrangement or understanding, whether written or not.
- e) A reference to a person (including any party) shall include an individual, company, body corporate, association, partnership, firm, joint venture, trust or government agency, as the case may be, and the person's successors, permitted assigns, executors and administrators.
- f) A reference to law shall include a reference to any constitutional provision, subordinate legislation, treaty, decree, convention, statute, regulations, rule, ordinance, proclamation, byelaw, judgment, rule of common law or equity, or rule of any applicable stock exchange, and shall mean the law as amended, consolidated, supplemented, or replaced.
- g) The word "including" or "includes" shall mean "including but not limited to" or "includes without limitation."
- h) Headings, subheadings, titles, subtitles to clauses, sub-clauses, and paragraphs are for the case of reference only and shall not form part of the operative provisions of this Agreement or the Schedules hereto and shall be ignored in construing the same.

3. APPOINTMENT

3.1 The NBFC hereby appoints the DSA, and the DSA hereby accepts such appointment, to act as a Direct Selling Agent to source prospective customers for the NBFC's financial products and services in accordance with the terms of this Agreement.

3.2 This appointment shall be on a non-exclusive basis and shall not restrict the NBFC from appointing other agents or sourcing customers directly.

For Naman Commodities Private Limited


Authorized Signatory/Director


OSHUN ADVISORY SERVICES (CPO) Pvt. Ltd.


DIRECTOR

4. SCOPE OF SERVICES

- 4.1 The DSA shall identify and source prospective customers for the NBFC's financial products, assist such customers in completing the necessary application forms, collect and verify preliminary documents, ensure compliance with Know Your Customer (KYC) norms as prescribed by the Reserve Bank of India (RBI), and submit such applications and documents to the NBFC in a timely manner.
- 4.2 The DSA shall undertake lead generation, customer acquisition, promotional and marketing activities for "Cashpey" and its financial products/services, including sourcing prospective customers through digital marketing, field marketing, tele-calling, references, campaigns, and other lawful business promotion methods.
- 4.3 **The DSA shall be solely responsible for all marketing, advertising, promotional content,** representations, and communication carried out by it or through its employees, agents, vendors, affiliates, or representatives in relation to Cashpey and the financial products offered by the NBFC. The DSA shall ensure that all such marketing activities strictly comply with applicable laws, RBI guidelines, digital lending regulations, advertising standards, and the instructions issued by the NBFC from time to time. The DSA shall not make any false, misleading, unauthorized, or deceptive representation or commitment on behalf of the NBFC or Cashpey.
- 4.4 The DSA shall provide accurate and complete information to customers about the NBFC's loan product with all the eligibility requirements and information required to make a decision.
- 4.5 The DSA shall not make any commitments, representations, or warranties to any customer or third party on behalf of the NBFC except as expressly authorized in writing.
- 4.6 The DSA shall refrain from any unfair trade practices, mis-selling, or inducement of customers through false promises.
- 4.7 All credit evaluation, loan approval or rejection, and collection decisions shall be under the sole discretion and authority of Naman Commodities Pvt. Ltd. The DSA shall not influence or intervene in such decisions in any manner.
- 4.8 In case where the customer become delinquent in paying EMI's ("non-starter cases"), the DSA shall extend full cooperation to the NBFC and take necessary steps to address issues or obtain additional documents or clarifications from the customers, as needed, to maximize conversion.
- 4.9 The DSA shall ensure that all customers sourced are genuine and creditworthy.

For Naman Commodities Private Limited


Anil Mehta
Authorized Signatory/Director

OSHUN ADVISORY SERVICES (OPC) Pvt. Ltd.


Anshu
DIRECTOR

5. TERMS OF PAYMENT

5.1 In consideration of the services rendered by the DSA under this Agreement, the NBFC shall pay the DSA commission in accordance with the commission structure set forth in **Schedule A** annexed hereto.

5.2 The commission shall become payable only upon successful disbursement of the loan by the DSA and subject to the fulfilment of all condition's precedent, including compliance with RBI norms, submission of complete and accurate documentation, and verification by the NBFC to its satisfaction.

5.3 The NBFC shall pay commission/payout to the DSA only against successfully converted leads generated by the DSA which result in actual loan disbursement by the NBFC. Such payout shall become payable only after receipt of the first EMI from the concerned end user/customer in respect of the relevant disbursed loan account.

5.4 Commission shall be credited to the DSA's registered bank account within 7 (seven) days from the date the first EMI payment is received from the customer, subject to applicable deductions and compliance checks.

5.5 No commission or payout shall be payable for rejected, cancelled, fraudulent, incomplete, delinquent, chargeback, or non-converted leads. The NBFC shall have the right to withhold, reverse, or recover any payout in case any lead or loan account is subsequently found to involve fraud, misrepresentation, regulatory violation, customer complaint arising from the DSA's marketing practices, or breach of this Agreement by the DSA.

5.6 In the event of any loan sourced by the DSA is found to be fraudulent, misrepresented, or cancelled due to the DSA's default or misconduct, the NBFC shall be entitled to withhold or recover any commission paid in respect thereof, without prejudice to its other rights and remedies.

5.7 That the payout to the DSA shall be **3.00%** of the loan disbursement amount, unless otherwise mutually agreed in writing. This payout structure shall be reviewed on a quarterly basis and may be revised based on performance or business conditions.

5.8 The NBFC reserves the right to adjust or set off any amounts payable to the DSA under this Agreement against any amounts due from the DSA to the NBFC under any other clause of this Agreement.

For Naman Commodities Private Limited
Anne Anne
Authorised Signatory/Director

OSHUN ADVISORY SERVICES (OPC) Pvt. Ltd.
Anne Anne
DIRECTOR

6. REPRESENTATIONS AND WARRANTIES

6.1 Each Party represents and warrants that it has full legal capacity and authority to enter into this Agreement and to discharge its obligations hereunder and also having required licenses to enter into this agreement.

6.2 The DSA and NBFC shall perform its obligations with due diligence and in compliance with all applicable laws, regulations, and guidelines issued by RBI or any other regulatory authority from time to time.

7. CONFIDENTIALITY:

7.1 The DSA acknowledges that in the course of performing its obligations under this MoU, it may receive, have access to, or otherwise come into possession of confidential information belonging to the NBFC or its customers, including but not limited to personal data, financial information, loan applications, documents, business plans, strategies, know-how, processes, software, and any other information whether oral, written, or electronic, that is designated as confidential or which by its nature is deemed confidential (hereinafter referred to as "Confidential Information").

7.2 The DSA hereby undertakes and agrees to:

- (a) maintain the strictest confidentiality of the Confidential Information.
- (b) use the Confidential Information solely for the purpose of performing its obligations under this MoU and for no other purpose whatsoever.
- (c) not disclose, divulge, transfer, communicate or otherwise make available, directly or indirectly, any Confidential Information to any third party except with the prior written consent of the NBFC or as required by applicable law.
- (d) implement and maintain appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and security of the Confidential Information and to prevent any unauthorized access, use, or disclosure.
- (e) The DSA shall comply with applicable data protection laws, including the RBI Digital lending guidelines and the Digital Personal Data Protection Act, 2023, and shall not store, share or misuse customer data beyond the purpose of fulfilling obligations under this Agreement.

For Naman Commodities Private Limited


Authorized Signatory/Director

OSHUN ADVISORY SERVICES (OPC) Pvt. Ltd.


DIRECTOR

(e) ensure that any employee, representative, or agent of the DSA who is required to access the Confidential Information for the purposes of this MoU is bound by obligations of confidentiality no less restrictive than those contained herein.

(f) promptly notify the NBFC in writing upon becoming aware of any actual or suspected unauthorized access, disclosure, or use of any Confidential Information and cooperate fully with the NBFC to investigate and remedy the same.

7.3 The confidentiality obligations contained herein shall not apply to information that:

(a) is or becomes publicly available other than through a breach of this MoU by the DSA;

(b) is lawfully obtained by the DSA from a third party without any restriction on disclosure;

or

(c) is independently developed by the DSA without reference to or use of the Confidential Information.

7.4 The DSA shall not retain any copies of the Confidential Information in any form after the termination or expiration of this Agreement and shall, within seven (7) days of such termination or expiration, return to the NBFC or securely destroy (with written certification of such destruction) all Confidential Information in its possession or control, except as may be required to comply with any applicable laws or regulatory requirements.

7.5 The obligations contained in this Clause shall survive the expiry or termination of this MoU for a period of five (5) years or for such longer period as required under applicable law.

8. INDEMNITY

8.1 The DSA agrees to indemnify and keep indemnified the NBFC against any losses, damages, claims, penalties, or expenses arising due to any act, omission, fraud, negligence, misrepresentation, or breach of this MoU by the DSA or its employees, representatives, or agents.

9. TERM AND TERMINATION

9.1 This MoU shall come into force on the date first written above and shall remain valid for a period of 1 year unless terminated earlier in accordance with this Agreement.

9.2 Either Party may terminate this MoU without cause by giving Ninety (90) days' prior written notice to the other Party.

For Naman Commodities Private Limited


Authorized Signatory/Director

OSHUN ADVISORY SERVICES (OPC) Pvt. Ltd.


DIRECTOR

9.3 The NBFC may terminate this MoU forthwith in the event of fraud, wilful misconduct, breach of confidentiality, or violation of applicable laws by the DSA.

9.4 In case of repeated non-compliance, unethical practices, or financial loss to the NBFC, the NBFC shall have the right to terminate this agreement and initiate civil or criminal proceedings for recovery of losses.

10. RELATIONSHIP OF THE PARTIES

10.1 Nothing in this MoU shall be construed to create any relationship of employer-employee, principal-agent (except for limited agency for sourcing customers), partnership, or joint venture between the Parties.

10.2 The DSA shall perform its obligations as an independent contractor and shall have no authority to bind the NBFC in any manner except as expressly provided herein.

11. DISPUTE RESOLUTION:

11.1 In the event of any dispute, controversy, or claim arising out of or in connection with this MoU, including any question regarding its existence, validity, interpretation, breach, or termination (a "Dispute"), the Parties shall first endeavour to resolve the Dispute amicably and in good faith through mutual discussions and negotiations between representatives of each Party.

11.2 If the Dispute is not resolved through mutual discussions within thirty (30) days from the date one Party gives written notice to the other Party specifying the nature of the Dispute and requesting amicable resolution, then either Party may refer the Dispute to arbitration in accordance with this Clause.

11.3 All unresolved Disputes shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be conducted by a sole arbitrator who shall be jointly appointed by the Parties within fifteen (15) days of the reference to arbitration. If the Parties fail to mutually appoint an arbitrator within such period, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

For Naman Commodities Private Limited


Authorized Signatory/Director

OSHUN ADVISORY SERVICES (OPC) Pvt. Ltd.


DIRECTOR

11.4 The seat and venue of arbitration shall be **Delhi**, India. The arbitration proceedings shall be conducted in the English language. The arbitral award shall be in writing and shall state reasons for the decision. The award shall be final, binding, and conclusive upon the Parties and enforceable in any court of competent jurisdiction.

11.5 The costs of the arbitration, including the arbitrator's fees and all administrative and other expenses, shall be borne equally by the Parties in the first instance, unless otherwise determined by the arbitral tribunal in its final award. Each Party shall bear its own legal and other costs incurred in connection with the arbitration, subject to any award on costs that the arbitral tribunal may make.

11.7 The Parties agree that, subject to applicable law, the courts at **Delhi** alone shall have exclusive jurisdiction for the purpose of enforcing any arbitral award under this Clause.

12. GOVERNING LAW AND JURISDICTION

12.1 This MoU shall be governed by, interpreted, and construed in accordance with the laws of India, without regard to its conflict of law principles.

12.2 Subject to the provisions of Clause 11 (Dispute Resolution and Arbitration), the Parties agree that the courts at **Delhi**, India shall have exclusive jurisdiction to grant any interim, provisional, or injunctive relief, or to entertain any application seeking the appointment of an arbitrator or for enforcement of any arbitral award or any other relief that may not be effectively granted by the arbitral tribunal.

12.3 Each Party irrevocably submits to the exclusive jurisdiction of the competent courts at **Delhi**, India, and waives any objection to proceedings in such courts on the grounds of forum non-convenience or any similar grounds.

12.4 The Parties acknowledge that the choice of governing law and jurisdiction shall not limit the enforceability of this MoU in any other jurisdiction where enforcement may be sought, to the extent permitted by applicable law.

13. MISCELLANEOUS

13.1 **Entire MoU:** This MoU constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings.

13.2 **Amendment:** No amendment or modification to this MoU shall be valid unless made in writing and signed by both Parties.

For Naman Commodities Private Limited


Authorised Signatory/Director

OSHUN ADVISORY SERVICES (OPC) Pvt. Ltd.


DIRECTOR

13.3 **Severability:** If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.4 **Notices:** All notices under this MoU shall be given in writing to the addresses mentioned above or such other address as may be notified in writing.

13.5 **Force Mejeure:** Neither party shall be held liable for failure to perform its obligation under this MOU due to circumstances beyond its reasonable control, including natural disasters, wars, acts of government, or regulatory changes. However, payment obligations and liabilities due to fraud and negligence shall not be excused.

IN WITNESS WHEREOF, the Parties hereto have executed this MoU on the day, month, and year first above written

For Naman Commodities Pvt Ltd.

Mr. Abidi Yusha Yusuf *For Naman Commodities Private Limited*

Signature: _____ *Abidi Yusha Yusuf*

Name: **Abidi Yusha Yusuf** *Authorized Signatory/Director*

Designation: **Chief Experience Officer (CXO)**

Date: **16th June 2026**

For Oshun advisory services (OPC) private limited.

(Authorized Signatory) *OSHUN ADVISORY SERVICES (OPC) Pvt. Ltd.*

Signature: _____ *Y Chhabra*

Name: **Yamini Chhabra**

Designation: **Director**

Date: **16th June 2026**

OSHUN ADVISORY SERVICES (OPC) PVT. LTD.

Y Chhabra


DIRECTOR

WITNESSES

1. Name: **K. ESWAR RAO**

Address: **B-855 11th FLOOR
NEW ASHOK NAGAR,
ND-96**

Signature: _____


9873722536

2. Name: **DUR VIJAY**

Address: **H0 ND-199 GALI NO. 10
SANGAM VIHAR**

Signature:  _____
ND-110062

9560237970.

SCHEDULE A

(Commission Structure)


This payout shall be processed only upon completion of the following stages:

1. **Lead Generation:** The DSA submits loan applications to the NBFC.
2. **Verification & Approval:** The NBFC evaluates and approves loans as per internal guidelines.
3. **Loan Disbursement:** Upon successful disbursement, the payout is calculated based on the agreed percentage (3.00% as stated in Clause 5.6).
4. **Commission Payment:** Commission shall be credited to the DSA's registered bank account within 7 (seven) days from the date the first EMI payment is received from the customer, subject to applicable deductions and compliance checks.

For Naman Commodities Private Limited


Authorised Signatory/Director

OSHUN ADVISORY SERVICES (OPC) Pvt. Ltd.


DIRECTOR