



# SERVICE AGREEMENT

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## This Service Agreement

This Service Agreement ("Agreement") is made between **The Dream Finance**, Ahmedabad, Gujarat ("Advisory Firm"), and the Client ("Client") identified in the signature block of this Agreement. This Agreement outlines the terms under which the Advisory Firm will provide international project finance advisory services under the External Commercial Borrowing (ECB) framework.

### 1. Scope of Services

The Advisory Firm shall provide advisory services relating to international project funding, including documentation guidance, lender coordination, due diligence support, and compliance alignment under the ECB Automatic Route. The Advisory Firm shall not provide lending, underwriting, funding guarantees, or sanction commitments.

### 2. Non-Guarantee of Outcome

The Client acknowledges that the Advisory Firm does not guarantee any loan sanctions, approvals, term sheets, disbursements, or lender decisions. All such decisions rest solely with overseas financial institutions.

### 3. Advisory Fees (Non-Refundable)

All fees paid to the Advisory Firm are strictly non-refundable, regardless of the outcome of the funding application or lender decision. The Client agrees to pay all fees as per mutually agreed terms.

### 4. Client Responsibilities

The Client agrees to provide accurate documents, financial statements, compliance records, and any additional information required for lender review. Delays or inaccuracies shall not be the responsibility of the Advisory Firm.

### 5. Compliance

All advisory processes will follow applicable RBI ECB Master Directions, AML/KYC norms, and lender compliance protocols. The Advisory Firm does not file ECB returns or regulatory submissions on behalf of the Client unless separately agreed in writing.

### 6. Confidentiality

Both parties agree to maintain confidentiality of all shared documents, business information, and proprietary methods, except as required by lenders or regulatory authorities.

### 7. Limitation of Liability

The Advisory Firm's liability shall be strictly limited to the total advisory fees paid. The Advisory Firm shall not be liable for financial losses, lender decisions, business losses, or project failures.

## 8. Indemnification

The Client agrees to indemnify and hold harmless the Advisory Firm against claims, losses, or liabilities arising from inaccurate information, lender assessments, or project risks.

## 9. Term & Termination

This Agreement shall remain in force until completion of the advisory assignment unless terminated earlier by mutual consent. No refund shall be payable upon termination.

## 10. Jurisdiction

This Agreement is governed by the laws of India. All disputes shall be subject to exclusive jurisdiction of courts in Ahmedabad, Gujarat.

## 11. Acceptance

By signing this Agreement, the Client acknowledges understanding and acceptance of all terms, including the non-guarantee clause and non-refundable fee policy.

### Client Details

Client Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Client Signature: \_\_\_\_\_

### For The Dream Finance

Ahmedabad, Gujarat

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Authorized Signatory