

Client Instruction Regarding Authorization to Release Information in Favor of Credit Suisse Entrepreneur Capital Ltd. and certain Third-Parties

Client

Client No. (CIF) in Switzerland

Name/s

Street/No.

Postal code/Place/Country

This instruction is provided by the undersigned ("Client") and applies to the above-mentioned account relationship number of the Client at Credit Suisse (Switzerland) Ltd., a bank organized under the laws of Switzerland ("Bank").

You are requested to carefully read the following and sign at the bottom of this document to indicate your agreement with the following terms:

The Client confirms to Bank that he/she is interested in concluding the following transaction:

(hereinafter referred to as the "Transaction")

The Client hereby instructs the Bank to introduce (the "Introduction") him/her to Credit Suisse Entrepreneur Capital Ltd., Uetlibergstrasse 231, 8045 Zurich (hereinafter referred to as the "Company") in order to possibly enter into a Transaction with the Company.

1. Authorizations

- a) The Client herewith authorizes the Bank as well as the Company to disclose any information about the relationship between the Client and the Bank or, as the case may be, between the Client and the Company to one another by telephone, fax, email, SWIFT* or any other form of tele-communication, including electronic data transmission, at any time and without any limits, including after the execution of the Transaction. This includes in particular, but is not limited, to Client details (e.g. Client's name, address, phone and fax numbers and e-mail address), Transaction information and credit data (hereinafter collectively referred to as "Data"). The Data may also include information regarding any other person(s) involved in relationship of the Client, as the case may be ("Affected Person(s)"). Affected Person(s) may be e.g. authorized representative(s) of the Client, person(s) holding a power of attorney for the Client, beneficial owner(s) of the Client(s) account, etc. The Client hereby represent having informed the Affected Person(s), as the case may be, of the sharing, disclosure, transfer and use of the Data as described in this authorization, and having obtained the valid authorization to give this authorization, where required.
- b) Further, the Client herewith authorizes the Bank and the Company to disclose any Data to (i) Credit Suisse Services (India) Private Limited, in India, which provides financial accounting support services to the Company, and (ii) the Company's partners and service providers in Switzerland who are involved in the review process of the Client's application and/or the execution of the Transaction, (hereinafter collectively referred to as "Third Parties"), to the extent such Third Parties need to know the Data for the performance of their duties in this connection, by telephone,

To be completed by the Bank

Signature and stamp Relationship Manager

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fax, email, SWIFT* or any other form of tele-communication, including electronic data transmission, at any time and without any limits. The Company shall carefully select any non-Credit Suisse Third Parties. Before the Company provides the Data to any Third Party, such Third Party shall be required by the Company to treat the Data confidentially.

- c) The authorizations set out above in section 1.a) and b) shall be valid until revocation by the Client or termination of the Relationship between the Client and the Bank. The Client recognizes and accepts that Data may continue to be disclosed by the Bank and Company to each other or Third Parties pursuant to this authorization after revocation, respectively, termination, to the extent relevant to the period in which the authorization was in effect, the Transaction or as long as the Company holds an investment in the Client, as applicable.

2. In this context:

- a) The Client confirms that it is his/her desire that his/her Data be shared, processed, and held at the Company, the Bank and/or the Third Parties. The Client recognises that any information disclosed in connection with this consent to the Third Party outside Switzerland will be subject to the laws of the jurisdiction in which it is transferred, held and processed, and will not be covered by Swiss laws, including Swiss bank-client confidentiality rules. Foreign laws and regulations may not necessarily offer the same level of confidentiality, bank-client confidentiality or data protection as Swiss laws do, and may require the Third Party and/or the Company and/or the Bank to disclose all or any part of the Data to authorities or other third parties.
- b) The Client releases the Bank and the Company from bank-client confidentiality and other confidentiality obligations and from all liability in connection with the provision of the Data to one another and to Third Parties in accordance with this authorization, and assumes responsibility for all consequences and any damages that may arise at any time due to use of the Data by the Company, the Bank and/or the Third Parties.

3. Conditions for the Introduction:

- a) Bank does neither guarantee nor undertake to the Client that the Company will in fact enter into a Transaction with the Client and, therefore, Bank shall not have any consequent liability or responsibility to the Client if the Company declines to enter into a Transaction with Client for whatever reasons.
- b) the Company is not under any obligation whatsoever, and shall remain free in its absolute discretion, to enter into or refuse to enter into any Transaction with Client without giving reasons therefore and without any consequent liability or responsibility to the Client or Bank.
- c) Any Transaction entered into between the Company and Client shall be governed by the contractual arrangements concluded between the Company and the Client and – for the avoidance of doubt – the Bank shall neither be a party to any such Transaction and related contractual arrangements nor have any liability or responsibility to Client or the Company in connection with any such Transaction and related contractual arrangements.
- d) The Company may undertake enquiries and request information from Client, so as to determine whether or not such person is acceptable to the Company at its sole discretion for purposes of entering into a Transaction.
- e) Bank does not provide any financial advice nor other advice to the Client in connection with the Introduction and the Transaction.
- f) Client must rely on the expertise of its own specialist legal, financial, accounting and tax advisors and other advisors in relation to legal, regulatory, financial, accounting, taxation and other matters.
- g) Client has made its own assessment and has satisfied himself/herself concerning the relevant legal, financial tax, credit, currency and other economic considerations relevant to him/her, and the suitability of entering into the Transaction.
- h) Client contemplates entering into a Transaction with the Company solely on the basis of the Client's own review of available information, and agrees that the Bank is not responsible for such information.

* More information about SWIFT can be found at:
https://www.swissbanking.org/en/topics/information-for-private-clients/20090611-kundeninfo_swift_en.pdf/view?set_language=en

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- i) Client conducts his/her own investigation with respect to the Company and the Transaction and is advised by his/her own advisors.
 - j) Client will solely be responsible for the business decision whether or not to enter into any Transaction with the Company.
4. The Bank has entered into an introduction agreement with the Company which provides for the payment of commission by the Company to Bank in case the Client completes a Transaction with the Company; such commission usually amounts to 1 % of the Transaction value. Upon request by the Client, Bank agrees to provide further information about the mentioned introduction agreement and/or the commission Bank will receive from the Company. The Bank is entitled to receive and retain the full amount of such commission from the Company and is not under a duty to pass the same on to the Client. The Client agrees that the commission shall remain in full with the Bank.
5. This Client Instruction shall be governed by and construed in accordance with substantive Swiss law (i.e. with the exception of conflict of laws rules).
- Any conflict arising out of or in connection with this Client Instruction shall be submitted to the exclusive jurisdiction of the Court(s) of the Canton of Zurich, Switzerland; venue being **Zurich 1, Switzerland**. Appeals to the Swiss Federal Court remain reserved.

Date

Client's signature/s

X

Name/s

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