

TERM SHEET

This Term Sheet is made and executed on [●] Day of [●] 2022 at [●] and outlines some of the terms and conditions of a proposed issuance of Equity Shares on a private placement basis. This Term Sheet is not intended to be and shall not be construed as an exhaustive description of the understanding between the parties relating to the matter set out herein. Except the obligations set forth in the section 'Confidentiality' nothing in this term sheet shall be binding on the parties.

[Note to Company: Please describe the type of Security. For example, we have mentioned Equity Shares, which can be changed by the Company as per its requirements]

1	Issuer Details	[●] (" Company ") a company bearing CIN: [●] and having its registered office at [●].
2	Founders	Mr./Ms. [●] and Mr./Ms. [●] (individually referred as " Founder " and collectively as " Founders ").
3	Round Size	INR [●] (Indian Rupees [●]).
4	Pre-money Valuation	INR [●] (Indian Rupees [●]).
5	Investment Instrument	Equity Shares.
6	Investor(s) Name and Address	[●] [PAN: [●] [●] [PAN: [●] (Individually referred as " Investor " and collectively as " Investors ").
7	Investment Amount and Number of Equity Shares	INR [●] (Indian Rupees [●]) towards subscription of [●] Equity Shares.
8	Face Value	INR 10/- (Indian Rupees Ten only).
9	Capitalization of the Company	As per Annexure-A.
11	Other commercial rights of Investors	(a) Tag along right; (b) Right to maintain capital; (c) Exit rights; (d) Information rights; (e) Indemnification; and (h) other customary rights as may be detailed and described in the Definitive Documents.
12	Use of Proceeds	Working capital requirement, OPEX, CAPEX and expansion as per the business plan of the Company as may permissible under the Indian Laws.
13	Transfer Restrictions	Investors shall not transfer their shares to a competitor, details of which will be elaborated in the Definitive Documents.
14	Lock in Period	Investor(s) will not transfer their shares for a period of [●] years without the prior written approval of Founders, details of which will be elaborated in the Definitive Documents.

15	ESOP Pool	The Company shall also create an unallocated ESOP pool for employees representing [●] % on a fully diluted basis post-closing.
16	Definitive Documents	(a) Investment agreement(s); and (b) Such other agreements as may be agreed between the parties All previous investment agreements, if any, between existing shareholders will be nullified.
17	Confidentiality	Neither party shall disclose to any third party any information regarding this Term Sheet, or the transactions contemplated hereby except as reasonably necessary to complete the transactions.
18	Governing Law	This Term Sheet shall be governed by and construed in accordance with the laws of India without reference to conflict of law principles. In case of any dispute, the Parties shall submit to the exclusive jurisdiction of the courts at [●], India

This Term Sheet will supersede all previous verbal and written communication relating to its subject matter. This Term Sheet may be signed in one or more counterparts, each of which may be an original, telecopy or pdf and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS TERM SHEET TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS ON THE DAY MONTH AND YEAR HEREINABOVE WRITTEN.

[Signature Page Follows]

FOR AND ON BEHALF OF FOUNDERS

FOR AND ON BEHALF OF INVESTOR

By: Authorized Signatory

By:

FOR AND ON BEHALF OF COMPANY

By: Authorized Signatory

Annexure A

[Note: Company to insert the details]

Part A

Pre-Closing Cap Table

Category	Number of Shares	Shareholding %

Part B

Post-Closing Cap Table

Category	Number of Shares	Shareholding %

BAZAARX.CO