

# ALTKUZNETS SUSTAINABILITY ADVISORS (OPC) PVT LTD

CHENNAI 600106 INDIA altkuznetsadvisors.com

A GoI-MCA Registered Firm CIN: U74999TN2021OPC143725 GST: 33AAVCA2633H1ZN



# **TERMS & CONDITIONS**

AltKuznets Sustainability Advisors Private Limited ('AltKuz'), is a Govt. of India MCA-registered Private company that is Limited in liability, and offers Design, Advisory & Consulting Services in Sustainability Policy, Economics, and Finance.

AltKuznets Sustainability Advisors Private Limited, founded, exclusively-owned, headed and administered by an MTech (IIT KGP), PhD (PennState)-qualified, DIN-issued, IICA-enrolled Director, and headquartered in Chennai. AltKuznets stakes the global 'Sustainability Design,



Economics, Policy & Finance' niche in the global Sustainability CC Space. It offers Designs / Policy / Strategy / Simulation Products and Proposals that are macro-relevant, and have significant Business potential globally. AltKuznets designs are meant to progress toward and obtain, but do not guarantee, indicated goals & outcomes. They are contingent upon the existence of institutions, organizations, laws, rules, policies and regulations that might exist and which vary across nations. Design and Policy Outcomes are also conditional upon consciously-directed financial operations under normal market operations free of 'force-majeure' actors.

This note lays out the more significant Terms & Conditions that govern its engagement with its Business Clients.

AltKuznets seeks and intends to operate in peaceful times characterized by minimal, if any, anthropogenically-engendered, consciously-strategized and -enforced Health or Safety Risks, or Sovereign War Risks. However, as a Sustainability-oriented firm, it must take cognizance of these Peace- & War-time risks. These Designs and Strategies should not be deemed, in any manner whatsoever, to imply support or acceptance of those non-peacetime Health, Safety or War Risks. To the contrary, our Designs & Strategies are meant to attenuate, even avoid these risks, but anticipate their exacerbation. AltKuznets will not, under any circumstance, accept any consequent onus in such contexts.

AltKuznets products are formally-copyrighted, and IPR-protected. AltKuz respects Client Confidentiality and intends to hold identities, communications and transactions confidential. Concomitantly, and in conformance with legal & regulatory requirements, AltKuz prefers to conduct its business through formal & confidential business correspondences and transactions. AltKuznets is NOT a Family business. Aligned with the Circular economy and Closed-Cycle Capital, it intends to conduct its activities free of Real influences, and nefarious social practices & activities; it does not seek Religion Capital and rejects Religion Charity monies, & business from Precinct neighbors or relatives. It cautions prospective Clients from negotiating or transacting with those, or through those who'd claim to be relatives, neighbors, ombudsmen, representatives, agents or associates of the firm, or its alternate Director. In this context, AltKuznets will not accept any



claim for any kind of compensation or damages from any entity that ignores or infringes its caution. In such event, it retains the right to pursue legal recourse and exact punitive damages for any loss to the Firm, Business potential, its Clientele, or IPR Worth.

AltKuznets advertises its products globally, and invites commercial interest to proposals posted at its Promotional website: <a href="mailto:altkuznets.blogpost.com">altkuznets.blogpost.com</a>. and Business website: <a href="mailto:altkuztransact.com">altkuznets</a> has adopted an MoA-conformable, formal Contract-based policy when negotiating business proposals and related interests with prospective Clients. The firm seeks its business from Government Ministries, Regulatory Institutions, Banking & Capital Market entities, as well as MNCs & global Corporates. It also participates in Innovation challenges as appropriate to its MoA. AltKuznets products and services, whether in the form of proposals, comments, data, formulae, equations, derivations, simulation or software, and extending to consultancy and advise, may not be copied, duplicated, shared, re-sold, or ethereally leaned upon illegally under any circumstance.

Toward a business engagement, it'd offer a private, negotiable Look-in period with a context-specific Refund Clause, and upon expression of further interest, confidentially negotiate a Contract specific to each Proposal, Client and mutual Business context.

Toward its business operations, AltKuz has adopted a policy for :

- Personal & Professional Issues concerning the Director
- Terms of Business
- IP Protection
- Look-in Period,
- Resale, Cancellations & Refunds,
- Context & Scope of Contract,
- (Non-) Exclusivity,
- Incorporations, Banker, Branches & Affiliates
- Financial & Legal arrangements, Disclaimers & Contingencies.

as follows:



# Personal Issues & Regulatory Involvement of Director

As an OPC, AltKuznets must acknowledge the debts it owes its Founder-Owner-Director, Mr GangaPrasad G. Rao, MTech (IIT KGP), PhD (PennState), and the lean on Business Copyrights he owns in his professional capacity. AltKuznets acknowledges the Director's Non-denomination (ND) affiliation, but recuses itself from the onus of the Director's past associations and the legacy of his regulatory involvements. Specifically, AltKuznets inures itself from social, legal, regulatory or financial matters, or any unforeseen social, or business, or financial obligations concerning or arising from conflicts in the Director's Private life, his professional involvement in NSPS, MACT, NAAQS, CWA & ICCR regulations, or the consequences of his personal differences, opinions, statements, and proposals, whether in the regulatory and policy community or the capital markets. More generally, AltKuznets does not permit of presumed, unilateral or unchallenged monetizes on its Capital or operations for any reason from any quarters in any public or private financial context.

#### **Terms of Business**

AltKuznets permits initial anonymity in interactions with Clients interested its Designs and Proposals. It also intends to abide by Client-confidentiality with the signing of a formal contract. Interested Parties may contact us by phone, email, or through the services of Embassy Representative, or Country Business Manager. In addition, they may seek a confidential meeting through any International Business Bank that has a presence in the vicinity of our Office. AltKuznets would suggest, toward a business engagement, that interested parties verify our credentials, evaluate our capabilities and potential, and engage diligences mutually to anticipate risks, ensure compatibility, and evaluate the likelihood of acceptable outcomes. AltKuznets will depute its Director, Legal Adviser, or Business Liaison to interact and negotiate Terms of Business through the Bank Manager. In the event, both parties agree to engage in Business, AltKuznets would further negotiate Financial terms and Contract conditions that the Bank Manager may enforce by mutual consent. Contract terms would explicitly indicate Deliverables, Time lines, Force Majeure, and Procedure to follow upon failure to deliver or abide by the Contract. AltKuznets would otherwise repudiate any obligation whatsoever that is not explicitly mentioned and mutually agreed to in the signed Contract deposited with the Bank Manager.



AltKuznets relies on multiple channels to facilitate customer access to its copyrighted, digital products. It may, leveraging its online Internet domains and Google Workspace Account, contract with one or more online marketing sales platform(s), partner(s) or CRMs to make available its digital products commercially to Customers and Clients. Our digital products are tailored specific to Customer or Client, for which reason AltKuznets intends the security of its products, including and particularly the non-transferability of products across Client partitions.

AltKuz has adopted a two-pronged policy for Payment toward its Design/Policy/Strategy products and services. Proposals that AltKuz does not intend to participate in would be made available on a non-exclusive Payment basis, albeit with a Look-in Period and Refund Clause. AltKuz will, however, negotiate an LLP/LLC for Proposals that either require its participation, or where such participation is invited by the Client toward realization of the full business potential. In such instances, AltKuz will insist upon both, an Exclusivity Fee, and an IPR-Payoff prior corporatisation of the LLP/LLC. In the case of the latter, AltKuz will indicate its expectations of Capital Share, Board/Executive positions it'd claim, and have the option to assign/replace its Nominee(s) to the Business. Business Engagements that involve AltKuz administration of Government Offices/Corporate branches or the execution of other responsibilities would require, post negotiations, both an initial engagement fee and an ongoing payment.

As a Sustainability-focussed firm, AltKuznets offers commercial Designs & Strategies that increment Public and Private Health & Safety during Peacetime, and hence influence choices in matters Public activities & Personal Lifestyle. AltKuznets intends to conduct business vide its MCA-registered Terms & Conditions that recognize and are supportive of and incremental to Public Safety, Safety-associated Regulations, and value for Privacy, Health and Safety. However, by the nature of the matter, Public & Private Health, Safety & Insurances are associated with moral hazard involving risks of various degrees, tiered & market-specific classification of risk, risk aggregation, risk avoidance & risk transfers across time & location. Consequently, it cautions clients and potential users of unforeseen complications that might, at times, force unintended consequences. AltKuznets Sustainability proposals are meant for Peace times only, and specifically, do not permit of Military use or lean. Additionally, it does not permit Precinct entities or unauthorized Associates



to formally or informally administer, or lean upon its IPRs in matters Public & Private Health & Safety. AltKuznets shall not bear any Legal responsibility or Monetary liability for unintended or unforeseen outcomes consequent violation of these Terms & Conditions of Business. Instances of violation may be brought to the attention of the Firm toward legal cognizance.

#### **IP Protection:**

AltKuznets, having registered its Designs, Proposals, Ideas and Strategies for IPR protection (whether through Government IPR Organizations or Private Legal Entities), would require prospective Clients and Business Partners to follow generally-applicable IPR guidelines<sup>1</sup>, verify the documentation and scope of the IP with its Lawyer, as well as its public/private Valuation prior commencing negotiations that lease or share it toward business ventures. Unless explicitly stated, printed and signed by its Director and witnessed by Lawyer(s), AltKuz would retain IP Rights, and the further right to leverage the same toward its Collateral, Capital, or operational Hedges as might be deemed necessary.

Supplementary to such protection and rights, AltKuznets cautions Associates, Corporates, Customers & Clients against fraudulent SIM OTP, as well as the copying, possession or illegal use of its Director's email, signature or Company Seals. Violators of this policy are liable to criminal prosecution initiated by the Company, its assignees, legal contractors, its Banker, and other bonafide entities.

#### Look-In Period:

In line with its Design, Advisory and Consulting nature of its business, and the strategic & confidential nature of its products that are market-significant, AltKuz requires Clients to accept its IPR- and Business-protective- Look-in Period, Cancellation and Refund clauses. AltKuz intends, in the matter of its Director-signed and Company-sealed PDF Proposals, to offer a Look-in Period to prospective Clients during which period it might hedge its operations for sharp market moves. The Look-in Period would be context-specific depending on the significance of the matter, and Director discretion.

<sup>&</sup>lt;sup>1</sup> IPPEA-FINAL-HANDBOOK-ON-IP-COMMERCIALISATION.pdf (asean.org)



#### **Contract Terms**

AltKuznets recommends a confidential bilateral Contract in matters significant bilateral business interaction. It'll insist on a written, bilaterally-signed, sealed and legally-witnessed Contract prior commencing work as negotiated with the Client. The Contract would summarize the context and scope of the engagement, (non-)exclusivity, as well as associated proposal-specific details, disclaimers, pre-requisites exclusions and contingencies. It'd, additionally, include contract terms that permitted a staggered payment schedule, but required an initial instalment to commence the contract<sup>2</sup>. AltKuznets will insist on conformance with Payment terms to abide by its obligations under the contract.

Contract terms would include, but not be limited to:

- i) Scope of the Work (Survey, Data, Model Revision, Programming & Simulation, Market Implementation, Administration/Monitoring/Enforcement)
- ii) Duration & Schedule
- iii) Pre-requisites, Conditions and Contingencies
- iv) Delegation of Authority (by AltKuznets, and/or by the Client)
- v) Milestones and Deliveries
- vi) Payment Schedule
- vii) IPR, Financial & Legal issues

AltKuz will not act beyond the Contract-defined context of business, and otherwise not engage in, or tolerate any activity detrimental to its social image and business potential. In addition, AltKuznets inures itself from the obligations and lapses of its clients and customers - whether contextual to the present engagement, or otherwise. AltKuznets will insist that the bilateral contract be witnessed and recorded by an empowered, third-party Legal Entity. In the event of disputes, AltKuznets S.A. will be governed by GoI MCA-Guidelines.

<sup>2</sup> In the particular matter of simulation of its commercial Proposals, AltKuznets requires a pre-purchase of the Master proposal with the Simulation option, and an initial transfer of a third of the 'Proposal + Simulation' Bundle price to commence the simulation. The Product Delivery period will commence post receipt of that initial transfer.



### **Resale, Cancellations & Refunds**

Post the Look-in period, Alt-Kuznets will require an Interim payment both, to retain the Product with the Client, and to trigger the 'Cancellations & Refunds' Clause. Though Resale is strictly prohibited, Refunds, if sought for qualified reasons, and post the issue of a formal 'No-Use' self-certification, would be issued in a calibrated manner over the Refund period. Refund Requests would be declined post the Refund period, and AltKuz would thereafter insist upon full payment for the Product. Cancellations of contract services would be governed by the terms of the specific Contract signed by the Director. AltKuz reserves the right to have Client Refund requests and Contract Cancellations referred to its Legal Counsel.

## Banker, Incorporations, Branches & Affiliates

AltKuznets is headquartered in Chennai, India, and transacts its business thru its MCA- & GST-registered Biz Account with HDFC Bank (further details<sup>3</sup> on Client Bank Manager request). It currently has no other offices or branches. However, it intends to have an official presence in prominent cities worldwide. AltKuznets does not permit copies of its Capital and IPR, or unauthorised branches, to any Majority, Minority element or Foreign entity whosoever, unless ratified with a publicly-verifiable, signed & stamped legal document. However, it welcomes Affiliate expressions of interest which it will negotiate specific to the context, and on business merits.

AltKuznets may prefer, at the recommendation of its Board of Directors, to promote new firms, with appropriate Capital structure, to capture & leverage emerging business opportunities. These incorporations would be governed each by their AoAs & MoAs, as negotiated with their Directors. AltKuznets would, as a Promoter, participate in these negotiations thru its Director appointed to the new incorporations.

<sup>3</sup> HDFC Bank, Anna Nagar West Ext, 1513/E1 East Main Road, Chennai India (Ph: +91-044-61606161; IFSC HDFC0001989).



# Financial & Legal, Disclaimers & Contingencies

AltKuznets is governed by MCA guidelines as applicable OPCs. It has no other Office, Partner, Affiliate, Director, Co-Director, Associate, or Representative, unless formally acknowledged by its Director. AltKuznets does not operate through relatives, neighbours, or proxies. It does not lean on relatives or neighbours to pursue its business socially. AltKuznets has neither authorized, nor issued any Preference or Ordinary Shares whatsoever to date, and repudiates any such claim, or any derivative trading on its IPR from any external entity. AltKuznets advises its Clients to not engage or do business with imposters who claim to be its representatives. It will not be answerable to consequent harm to any party whosoever deals with such fraudulent entities, and retains the right to obligate such parties to cooperate in legal discovery. AltKuznets will insist upon the ratification of its MoA, IPR policies as well as Terms and Conditions of Business, prior any legal referral toward dispute resolution with regard formal contracts it may have entered with Clients. Its obligations in the matter will be limited to a refund of Product Purchase price or Contractual payments net of Costs.

These Terms & Conditions apply specifically to AltKuznets and generically to its Branches & LLP/LLC/Divisions at home and abroad, unless modified by or attached with a new and formal printed agreement by the Director. Questions or information as concern Firm Credentials, Director, Office- or Employee- Impersonation, Fraudulent activity, information on Manipulation of IPR, evidence of socially- or biz-improper actions/suggestions from those AltKuznets is not associated with, or other illegalities, or any request for clarification, should be addressed to: Director, AltKuznets S.A. Pvt Ltd. (director@altkuznetsadvisors.com, director@altkuzadvisors.com).