

PRIVATE FIXED INCOME AGREEMENT

This **Private Fixed Income Agreement** (hereinafter referred to as the “**Agreement**”) is entered into on this **(27th)** day of **(December)**, 2024:

BY AND AMONG:

(1) **Kamboj Ventures Inc.**, a California based limited liability company, having its registered office at **413 South Riverside Drive Unit D, Modesto, California - 95354**, (hereinafter referred to as “**Borrower**” which expression shall unless repugnant to the context means and include his/her successors and assigns) of the **FIRST PART**;

AND

(2) **(Estrada Services LLC)**, a business, presently at **(17461 Deep Sea Drive, Lathrop, CA 95330)** (hereinafter referred to as “**Lender**” which expression shall unless repugnant to the context means and include its successors and assigns) of the **SECOND PART**.

The **Lender** and the **Borrower** are hereinafter individually referred to as a ‘**Party**’ and collectively as the ‘**Parties**’, as the case may be.

BACKGROUND

A. The Borrower is desirous of borrowing from the Lender an amount of **US \$200,000** (hereinafter referred to as the “**Lending Amount**”) strictly on a lending basis and will repay the same lending amount at the end of the 12-month term. The 5% interest per month on the lending amount will be paid within the period of **12 (twelve) months** (hereinafter referred to as the “**Term**”), and the Lender has agreed to provide the lending amount to the Borrower strictly on the terms and conditions as appearing hereinafter.

B. The Parties are therefore entering into this Agreement to govern their *inter se* relationship, representation & warranties of the Parties, terms of the lending and repayment, penalty in case of default, amongst other terms.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

OPERATIVE PROVISIONS

1. DEFINITIONS

As used herein the following terms have the following meanings, unless the context otherwise requires;

- a) ‘**Agreement**’ refers to this Short-Term Lending Agreement being executed between the Lender and the Borrower.
- b) ‘**Applicable law**’ shall include all applicable U.S and the State of California’s (i) statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines or policies; and (ii) judicial, quasi-judicial and/or administrative decisions, interpretations, directions, directives, judgments, injunctions, arbitral awards, decrees, orders, terms and conditions of governmental or regulatory approvals or agreement with any governmental or regulatory authority;

c) 'Effective Date' shall mean the date on which the Lender provides/has provided the Lending Amount to the Borrower, i.e. (December 27th, 2024).

d) 'Interest' shall mean the interest amount paid by the Borrower to the Lender, on the principal amount, i.e. USD \$10,000 (UNITED STATES DOLLAR TEN THOUSAND ONLY) per month for a 12-month term.

e) 'Lending Amount' shall mean USD \$200,000 (UNITED STATES DOLLAR TWO HUNDRED THOUSAND ONLY) which is being provided by the Lender to the Borrower under this Agreement, in consideration for the Interest (*as defined above*).

f) 'Term' shall mean the duration for which the Lending Amount is granted, as mentioned in Section 2 of this Agreement.

2. TERM

The term of this Agreement shall commence on the Effective Date (*i.e. the date on which Lender sends the Lending Amount to the Borrower*) and shall continue for a period of **12 (twelve) months**. *For the sake of clarification, this shall be the period of the lending amount and by the end of the Term, the Borrower shall have paid the principal amount (USD \$200,000) at the end of the 12-month term. The interest amount which will be (USD \$10,000) per month for a 12-month term, to the Lender, unless the default provisions of this Agreement are activated, in which case the amount to be paid shall increase as per the provisions of this Agreement.*

3. LENDING AMOUNT, INTEREST AND REPAYMENT

a) Lending Amount and the mode of payment: The Lender will provide an amount of **USD \$200,000 (UNITED STATES DOLLAR TWO HUNDRED THOUSAND ONLY)** ("Lending Amount") to the Borrower through wire transfer, credit card, or debit card in the bank account as conveyed by the Borrower to the Lender.

b) Interest: In consideration of the Lending Amount, the Lender shall be entitled to receive a total interest of **USD \$10,000 (UNITED STATES DOLLAR TEN THOUSAND ONLY)** per month for a 12-month term from the Borrower, for the Lending Amount of **USD \$200,000**. The payment of interest amount, shall be spread over a period of **12 (twelve) months**, and shall be paid by the Borrower to the Lender strictly as per **Section 3(c)** of this Agreement.

c) Repayment and the mode of repayment: The Borrower hereby promises to make the monthly payment of **USD \$10,000 (UNITED STATES DOLLAR TEN THOUSAND ONLY)** by the **30th day** of initial investment every month, for a period of **12 (Twelve) months**. This monthly payment will be made through check or direct deposit and will be setup by the Borrower in a manner that this above-mentioned amount automatically gets deducted by the Lender on the **30th day** of initial investment every month, for a period of **12 (twelve) months**. *The repayment shall be made by the Borrower without the need to receive any further notice from the Lender in this regard.*

Payment Processing Timeline:

Payments will be reflected within 3-5 business days from the date of payment, subject to the processing times of your respective financial institutions. Should the payment date coincide with a public holiday, please allow additional time for your financial institution to reflect the funds in the designated receivable account.

d) Default in monthly payment: The Parties acknowledge and agree that the time is the essence of the contract, and any default by the Borrower to make the monthly payment of USD \$10,000 (UNITED STATES DOLLAR TEN THOUSAND ONLY) on the 30th day of each month from the initial investment date to the lender, caused by any reason whatsoever, shall make the Borrower liable to make the payment of the due amount, along with an interest of 5% per annum, calculated from the due date, until the date of actual payment. The Borrower acknowledges and understands that this clause is reasonable to protect the interests of the Lender.

e) Cumulative Rights: The rights, remedies and obligations contained in this Agreement and more specifically in **sub-clause (f)** of this **Section 3**, are cumulative and are in addition to any and all rights, remedies and obligations, at law or in equity, that the Lender is entitled to under the applicable federal and state laws.

f) Kamboj Ventures possesses the authority to allocate funds for diverse purposes, including but not limited to inventory procurement, marketing initiatives, and overall company expansion.

4. NO RECALLING/EARLY TERMINATION

The Lender shall not be entitled to terminate this Agreement prematurely and recall the Lending Amount, in the absence of the default committed by the Borrower. *However, in case of default committed by the Borrower, the Lender shall be entitled (but not obligated) to terminate this Agreement, and recall the entire Loan Amount, along with Interest, and in which case, the entire Loan Amount, along with Interest, shall become due and payable by the Borrower on the date of receipt of such notice.*

In the event that the Lender terminates this Agreement earlier than the agreed contract duration without any default by the Borrower, the Lender shall be subject to a penalty. The penalty amount shall be 10% of the principal loan amount. This penalty is designed to compensate the Borrower for any potential losses or inconvenience incurred due to the premature termination of the Agreement by the Lender. The Lender acknowledges and agrees to pay this penalty in addition to any outstanding Loan Amount and Interest at the time of premature termination.

5. LIMITATION OF LIABILITY

As the Parties are independent contractors, therefore neither Party shall be liable for the acts, conducts or negligence of the other Party. Neither Party shall be entitled to bind, by any of its actions, the other Party, in any manner whatsoever. Neither Party shall make any statement on behalf of the other Party.

6. REPRESENTATION AND WARRANTIES

A. BY THE LENDER

- i. It has full power and authority to enter into this Agreement and fulfil its obligations hereunder;
- ii. The Agreement has been duly executed by it and this Agreement constitutes its legal, valid and binding obligations enforceable according to the terms of this Agreement.

iii. The execution, delivery or performance by it of its obligations under this Agreement will not constitute or breach any of its obligations or terms under any other Agreement to which it is a party.

B. BY THE BORROWER

i. It has full power and authority to enter into this Agreement and fulfil its obligations hereunder;

ii. The Agreement has been duly executed by it and this Agreement constitutes its legal, valid and binding obligations enforceable according to the terms of this Agreement.

iii. The execution, delivery or performance by it of its obligations under this Agreement will not constitute or breach any of its obligations or terms under any other Agreement to which it is a party.

iv. The Borrower will comply with the terms of this Agreement and make the repayment as per **Section 3(c)** of the Agreement, on the due date.

v. There is no litigation, arbitration, dispute, criminal or administrative proceedings (pending, threatened or ongoing) against the Borrower, the decisions of which may adversely affect the decision of the Lender to grant the loan herein.

vi. It is solvent, and there is no insolvency proceeding (pending or threatened) against the Borrower.

vii. It understands that the Lender has entered into this Loan Agreement in reliance on the representations and warranties made by the Borrower herein.

7. INDEMNIFICATION

The Borrower agrees and covenants to indemnify, defend and hold harmless the Lender, its successor, assigns, partners and directors (the “**Indemnified Party**”) from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, cost and expenses (including reasonable attorney’s fees), imposed upon, or incurred by the Indemnified Party due to the reason of or resulting from a breach or threatened breach of any representation, warranty, covenant, obligation, or agreement of the Borrower, as contained in or made pursuant to this Agreement.

8. GOVERNING LAW AND DISPUTE RESOLUTION

a) Governing Law: This Agreement shall be governed by the laws of **State of California, USA.** **b) Dispute Resolution:**

i. **Amicable Settlement:** In case of any claim, matter, dispute or controversy (collectively, **“Dispute”**) arising out of or in relation to this Agreement, the Parties shall spend at least **15 (fifteen) days**, in trying to resolve such Dispute amicably, through mutual discussion.

ii. **Jurisdiction:** If the Parties fail to resolve such Dispute amicably within a period of **15 (fifteen) days**, then the Parties shall submit such Dispute to the exclusive jurisdiction of the appropriate federal or state courts situated in the **State of California** only.

9. MISCELLANEOUS

a) No Relationship: The parties have the status of independent contractors, and nothing in this Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party or their personnel.

b) No Assignment: Neither party may assign this Agreement or any right under this Agreement, without the consent of the other party.

c) Notices: Except as otherwise permitted in this Agreement, notices under this Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified mail, or (b) when delivered if delivered personally or sent by express courier service, or (c) immediately if sent by email. All notices shall be sent to the other party at the address set forth on the cover page of this Agreement, or at the following emails of the parties:-

To the Lender: markestradaservicesllc@gmail.com

To the Borrower: Amrinder@kambojventures.com

d) Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this Agreement. This Agreement may be amended solely in a writing signed by both parties.

e) Severability: If any term of this Agreement (*including the default interest provision*) is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force.

f) Waiver: No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

g) Counterparts: This Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement.

Delivery of an executed counterpart of a signature page of this Agreement by electronic transmission (including via pdf) will be effective as delivery of a manually executed counterpart.

h) Understanding of the Agreement: The Borrower has been provided a reasonable opportunity to consult the counsel of his/her choice, and Borrower hereby acknowledges that he/she understands all the provisions, including the provisions related to duration of lending amount, repayment of lending amount and penal interest in case of default, and is signing this Agreement after being aware of all the consequences mentioned herein, and without any force, coercion, or undue influence.

10. AGREEMENT DEADLINE

a. The lender is required to sign this agreement and submit the necessary payment by the agreement date stated above. Failure to do so within the stipulated timeframe will result in the automatic cancellation of this agreement.

11. INSURANCE

a. Kamboj Ventures Inc. is fortified by a comprehensive Whole Business Insurance Policy, providing a robust safeguard for all investments throughout the duration of your term. This policy ensures that in the event of any unforeseen events, the investments are securely backed, exemplifying our commitment to financial resilience and security.

12. CONSENT FOR MARKETING MATERIALS

a. By signing this agreement, you grant Kamboj Ventures INC. permission to use anonymized and redacted versions of communications, including payment notifications, text messages, or emails, for marketing, educational, or informational purposes. All identifying information, including your name, contact details, transaction IDs, and other sensitive data, will be removed to ensure your privacy. This consent is voluntary and can be withdrawn at any time by submitting a written request to sanjit@kambojventures.com.

13. PAYMENT OPTIONS

a. **Please fill in your full legal name, account number, routing number, bank name, and address associated with the account below for monthly ACH payment.**

Mark Anthony Estrada

American Express Business Checking

Routing #: 124303243

Accounting #: 400115805287

17461 Deep Sea Dr.

Lathrop, CA 95330

--- (SIGNATURE PAGE FOLLOWS) ---

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first above written.

Signed and delivered for and on behalf of:

For and on behalf of Kamboj Ventures Inc.

Authorized Signatory:

Sanjit Shergill

Name:

Sanjit Shergill

Designation:

Vice President

Date:

2024-12-24

For and on behalf of (Mark Estrada)

Authorized Signatory:

Mark Estrada / Estrada Services

Name:

Mark Estrada

Date:

2024-12-24

Signature Certificate

Reference number: XMY6K-ZSFNN-DGNWB-WIMSX

Signer

Timestamp

Signature

Sanjit Shergill

Email: sanjit@kambojventures.com

Sent:

24 Dec 2024 19:43:43 UTC

Signed:

24 Dec 2024 19:43:43 UTC



IP address: 98.238.242.144

Location: Manteca, United States

Estrada Services

Email: markestradaservicesllc@gmail.com

Sent:

24 Dec 2024 19:43:43 UTC

Viewed:

24 Dec 2024 19:46:39 UTC

Signed:

24 Dec 2024 20:59:10 UTC



IP address: 107.181.178.107

Location: Los Angeles, United States

Recipient Verification:

✓Email verified

24 Dec 2024 19:46:39 UTC

Document completed by all parties on:

24 Dec 2024 20:59:10 UTC

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