

Date: 27 October 2026

DRAFT FOR DISCUSSION on a DISCOVERY CALL**Proposal and Terms of Engagement: AI-Augmented Deal Execution Training****1. Objective**

DPNC Advisors Pvt Ltd. ("Client") is a full-service transaction advisory platform. The core objective of this training programme is to help DPNC's investment banking team use AI tools and AI workflows consistently, so that they have a measurable impact on turnaround time (TAT) in deal execution. The programme is delivered in two stages:

- **Immediate goal:** equip bankers to use a combination of tools, including ChatGPT, Claude, Microsoft Copilot and AI features in Excel, efficiently across core deal tasks: sector research, financial modelling, investor and buyer targeting, deal documents and due diligence.
- **Longer-term vision:** move from individual use to firm-wide capability by building skilled AI agents for major deal tasks such as market research, teaser drafting, investor screening and data room review. Each agent will be set up with DPNC's own templates, methods and legacy style, maintained by internal team, and refined with every mandate.

2. About Octane Advisors

Octane Advisors is an AI-native firm that brings deal know-how and practical AI to two audiences. It partners with universities, colleges and corporates to deliver hands-on, AI-based training on the core processes of investment banking: M&A, business planning, financial modelling and equity fundraising.

The programme is led by:

Anjali Bhatia, Founder and Programme Lead: 12+ years in investment banking, transaction advisory, family office investments and fundraising.

- Programme Leader, FinTech & AI Executive Programme, IIM Calcutta (via Emeritus), now leading its fourth cohort; the cohort is a mix of senior banking professionals, senior directors with average work experience of 18 years.
- Faculty for IIM Kozhikode's FAFM programme on Investment banking, Equity valuation, project Finance and M&A.
- Faculty for IIM Kozhikode's AI powered Decision Making – AI in Investment Banking and Risk Management.
- Leading an independent Research Project on "AI-driven credit scoring and underwriting models for New-to-Credit (NTC) customers in the Indian lending market" along with industry professionals.
- Conducted live sessions on AI & Fintech at SRM University, Chennai.
- MBA, IIM Kozhikode; mentored 200+ founders on fundraising and financial modelling.

3. Programme Modules

Sessions run 90 minutes each for cohorts of 3–4 participants, about three per week, with a practice task on live work between sessions. The sessions will be delivered in online mode.

#	Module	Pilot	Full programme
1	AI Landscape, Governance & Tool Selection	✓	✓
2	Prompting & Context Engineering	✓	✓
3	AI-Powered Market & Sector Research	One of 3, 4 or 5	✓
4	AI in Financial Modelling & Valuation	(workflow development)	✓
5	Deal Origination & Investor / Buyer Targeting		✓
6	Deal Documents & Pitch Production	–	✓
7	Due Diligence & Data Rooms	–	✓
8	Verification, Quality Control & Review	✓	✓
	Others to be discussed at the enterprise level		
A	Enterprise solution : AI agents development at the division level	–	-

4. Indicative Key Deliverables

- **Diagnostic findings memo** with baseline metrics (time to first draft, review rounds) for priority deliverables.
- **AI usage policy and approved-tool framework** covering data classes, confidentiality and UPSI, for Client compliance sign-off.
- **Prompt library and workflow templates** for DPNC's priority deliverables (pilot: indicatively 15+ prompts, 2 templates).
- **Verification checklist and source-trace log**, built into DPNC's review process.
- **Training materials**: participant handbooks, exercises and assessments.

5. Indicative Fees

Option	Scope	Duration	Indicative Fee (₹, excl. GST)	Payment
A. Pilot	Diagnostic; Modules 1, 2, 3 and 8; one workflow lab; one applied week; one cohort of up to 4	3 weeks	1,50,000	50% / 50%
B. Full programme	Diagnostic; Modules 1–8 and elective; capstone; up to 3 cohorts of 4 (12 participants)	12 weeks	6,00,000	40% / 30% / 30%
C. Sustain retainer	Quarterly reviews, prompt library and policy refresh, enterprise support (2 days per month)	12 months	1,25,000 / month	Quarterly in advance
Additional cohort	Full curriculum for one more cohort of up to 4 participants	–	4,50,000	With Option B

Milestones: Pilot – signing / pilot readout. Full programme – signing / completion of Module 8. The Pilot fee is adjusted in full against Option B if confirmed within 60 days of the pilot readout. Fees are indicative and will be confirmed after the discovery call.

6. Terms of Engagement

1. Engagement. This proposal and these terms become a binding agreement (the “Agreement”) once both parties have signed it. The Agreement takes effect on the date of the later signature (the “Effective Date”). The Client engages Octane as an independent training provider to deliver the option(s) selected in Section 7, covering the modules set out in Section 3 (Programme Modules) (the “Services”). Following the discovery call, the parties will confirm the final scope of the Services, including the selected modules, number of cohorts and schedule, in a written scope confirmation. That confirmation forms part of this Agreement. If the scope confirmation and this proposal conflict, the scope confirmation prevails.

2. Scope and Changes. The Services are limited to the modules, sessions and deliverables of the selected option. Any change in scope, cohorts or timelines requires a written change request agreed by both parties, including any fee impact.

3. Term. This Agreement runs from the Effective Date until completion of the selected option, and for Option C, for 12 months unless terminated earlier under Clause 20.

4. Fees and Payment. Fees are as set out in Section 5. Invoices are payable within 15 days of issue. The Client must notify any disputed amount in writing within 7 days of the invoice and pay the undisputed portion on time.

5. Taxes and Expenses. Fees exclude GST, which is charged at the applicable rate. The Client may deduct TDS as required by the Income-tax Act and will issue TDS certificates within statutory timelines.

6. Client Responsibilities. The Client will nominate a single point of contact and a compliance contact; ensure participant attendance, approved AI tool licences and sanitized or closed-deal material; and obtain any consents needed from participants.

7. Scheduling and Cancellation. Either party may reschedule a session with at least 48 hours' written notice at no cost. A session cancelled by the Client with less than 48 hours' notice counts as delivered. Sessions cancelled by Octane are rescheduled at no cost.

8. Confidentiality. Each party will keep the other's UPSI confidential, use it only for the Services and disclose it only to personnel who need it. This does not apply to information that is public, already lawfully known, independently developed or required to be disclosed by law. This obligation survives for 3 years after termination.

9. Unpublished Price-Sensitive Information. The Client will not share UPSI with Octane unless strictly necessary. If it does, it will record Octane in its structured digital database, and Octane will comply with the SEBI (Prohibition of Insider Trading) Regulations, 2015.

10. Data Protection. Each party will comply with the Digital Personal Data Protection Act, 2023 and its rules. Octane will process participant and Client data only to perform the Services, will not feed Client data into any AI tool the Client has not approved, and will return or delete such data on termination.

11. Third-Party Tools. AI tools and data platforms used in training are licensed by the Client under the vendors' own terms. Octane is not responsible for their availability, accuracy or data handling. Octane receives no commission or referral fee from any vendor named in the training.

12. Intellectual Property. Octane retains all rights in its pre-existing methods, frameworks and training materials ("Octane Materials"), and grants the Client a perpetual, non-exclusive, non-transferable licence to use them internally. On full payment, the Client owns deliverables created specifically for it, such as its usage policy, prompt library and templates. Client materials remain the Client's property. Neither party may resell or use the other's materials for external training.

13. Recordings. Sessions may be recorded only with the prior written consent of the Octane and the participants, and recordings are for the Client's internal use only.

14. Nature of Services. The Services are for training and capability building only. They are not investment, legal, tax or regulatory advice. AI outputs can be inaccurate, and the Client remains responsible for verifying any output and for all decisions and client deliverables.

15. Warranties. Octane will perform the Services with reasonable skill and care using qualified personnel. Productivity metrics are targets, not guarantees. Each party warrants that it has authority to enter into this Agreement.

16. Limitation of Liability. Each party's total liability under this Agreement is capped at the fees paid in the 12 months before the claim. Neither party is liable for indirect or consequential loss, or for loss of profits, data or business. These limits do not apply to breach of confidentiality, fraud, wilful misconduct or the indemnity in Clause 17.

17. Indemnity. Each party will indemnify the other against third-party claims arising from its breach of confidentiality, its infringement of third-party intellectual property, or its violation of law. Octane's indemnity does not cover materials supplied by the Client.

18. Prior Engagement. Octane confirms that it will not use or disclose any Client confidential information obtained through prior employment of its personnel with the Client, except as the Client authorizes in writing for the Services. General skills and knowledge are not restricted.

19. Independent Contractor. Nothing in this Agreement creates an employment, agency, partnership or joint venture relationship between the parties.

20. Termination. Either party may terminate on 15 days' written notice, or immediately if the other party commits a material breach that is not cured within 15 days of notice. On termination, the Client pays for Services delivered and approved expenses up to the termination date. Fees for delivered Services are non-refundable.

21. Force Majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control. Affected obligations are suspended for the duration of the event.

22. Governing Law and Disputes. This Agreement is governed by the laws of India. The parties will first try to resolve disputes through good-faith negotiation for 30 days. Unresolved disputes go to a sole arbitrator mutually hired by Parties under the Arbitration and Conciliation Act, 1996, with the seat and venue at New Delhi and proceedings in English. Courts at New Delhi have exclusive jurisdiction, subject to arbitration.

23. General. This Agreement is the entire agreement between the parties on its subject and supersedes prior discussions. Amendments must be in writing and signed by both parties. Neither party may assign this Agreement without the other's consent. Invalid provisions are severed and the rest remains in force. A failure to enforce a right is not a waiver of it. Notices may be sent by email to the signatories. Clauses 8–12, 16–18 and 23 survive termination. This Agreement may be signed in counterparts and electronically under the Information Technology Act, 2000.

7. Acceptance

Selected option(s): ☐ A. Pilot ☐ B. Full programme ☐ C. Sustain retainer Number of cohorts: _____

For Octane Advisors	For DPNC Advisors
Name: Anjali Bhatia	Name: _____
Designation: Founder	Designation: _____
Signature: _____ Date: _____	Signature: _____ Date: _____

ANNEXURE

Module 1: AI Landscape, Governance & Tool Selection

- **Scope:** Review the tools available to the team, such as ChatGPT, Claude, Microsoft Copilot and Perplexity. Match each to DPNC's day-to-day work and agree what client information can be used in which tool.
- **Key deliverable:** Tool usage policy and tool selection guide.

Module 2: Prompting & Context Engineering

- **Scope:** Train the team to brief ChatGPT, Claude and Copilot with clear, structured instructions, and set up shared workspaces (Claude Projects, custom GPTs) that hold DPNC's templates and house style.
- **Key deliverable:** Prompt library for DPNC's core deliverables.

Module 3: AI-Powered Market & Sector Research

- **Scope:** Build a faster, source-backed research process that combines Perplexity, NotebookLM and the deep research features in ChatGPT and Claude with Indian data platforms like Tracxn, Venture Intelligence and VCCEdge.
- **Key deliverable:** Sector research template and workflow.

Module 4: AI in Financial Modelling & Valuation

- **Scope:** Use Claude for Excel and Copilot in Excel, along with data from Capitaline, ACE Equity and Prowess, to speed up data extraction, comparable analysis, valuation set-up and model reviews.
- **Key deliverable:** Valuation templates with a model review checklist.

Module 5: Deal Origination & Investor / Buyer Targeting

- **Scope:** Build investor and buyer lists with a clear rationale for each name, using Tracxn or Venture Intelligence with ChatGPT or Claude. Prepare targeted outreach and keep the pipeline organised in the CRM.
- **Key deliverable:** Targeted workflow and outreach templates for faster communication.

Module 6: Deal Documents & Pitch Production

- **Scope:** Draft teasers, information memorandums and pitch decks faster using Claude, ChatGPT and Copilot in Word and PowerPoint, with Excel-to-PowerPoint linking through multiple AI tools.
- **Key deliverable:** IM and pitch deck templates.

Module 7: Due Diligence & Data Rooms

- **Scope:** Speed up data room review, contract analysis and first-pass issue identification, using the built-in features of Datasite or Intralinks alongside Claude Projects for working across large document sets.
- **Key deliverable:** Due diligence checklist and data-pack template.

Module 8: Verification, Quality Control & Review

- **Scope:** Set a common standard for checking output from ChatGPT, Claude and Copilot, so that every figure, source and statement is verified before it reaches a client.
- **Key deliverable:** Verification checklist integrated into DPNC's review process.

To be discussed at later stage - AI Automation at the Enterprise Level

- **Scope:** Train nominated team members to automate routine tasks with n8n, Zapier or Power Automate, and to maintain DPNC's custom GPTs, Claude Projects and templates after the programme.
- **Key deliverable:** Champion playbook and working automations.

The name of the tools is indicatively mentioned and shall be confirmed once the Module 1 is completed.