

DETAILS OF LAW FIRM

Sr. No.	Description	To be filled by the Law Firm
1.	Full Name of Law Firm	
2.	Identification Number (If any)	
3.	Residential Address (With City & State)	
4.	Email Address	
5.	Mobile No.	
6.	Telephone Number	
7.	PAN Card Number of Law Firm	
8.	Name of Authorized Signatory to execute the Agreement	

Enclosures:

1] Law Firm's attested PAN Card Copy

2] Authority Letter for the signatory other than Partner of Law Firm

By signing this Form for Law Firm, the Law Firm acknowledges of having received, read and understood the terms contained in this Form which forms a part of the main Agreement between GREX Alternative Investments Market Private Limited and _____ (Law Firm), and warrants that the individual signatory/ies (if any) signing is/are authorized to execute the main Agreement on behalf of the Law Firm.

For and on behalf of _____ (Law Firm)

Signature with Stamp:

Name of Authorized Signatory/Partner:

Designation:

Date:

Law Firm Agreement
Between
GREX Alternative Investments Market Private Limited
And
The Law Firm

THIS AGREEMENT is made on Date: DD/MM/YYYY,

BETWEEN

Company Name : GREX Alternative Investments Market Pvt. Ltd. (hereinafter "**GREX**")

Address : 303, 18 High Street, Baner-Pashan Link Road, Pune – 411045

CIN : U74999PN2014PTC151504

AND

Law Firm Name : _____ (hereinafter called "**Law Firm**")

Address : _____

GREX ID : _____

PLEASE READ THIS AGREEMENT CAREFULLY and retain it for future reference. Please note that the terms and conditions contained herein are subject to change without notice, subject to Bye-Laws of GREX Platform.

Document Structure: GREX believes in transparency and hence this Document has differentiated the points explaining the context/implying intent, from the main clauses of this Agreement in italics.

1] Purpose

1.1] LAW FIRM is an entity or body corporate or association of individuals, which provides Due Diligence Report for the Participant Companies to get on-boarded with GREX Platform, with any other required assistance or services to the respective Participant Company, for consideration.

1.2] The purpose of the present Agreement which governs the relations between GREX and the LAW FIRM is to define the conditions under which the Law Firm:

- (a) Investigates or proposes for disclosure of data of Participant Company for Due Diligence Report in specified format or with specific requirements;
- (b) Provide Recommendations and/or any other legal assistance and services to the Participant Company, if specifically solicited;

- (c) Educate the Participant Company with legal and/or contextual knowledge required to understand the Due Diligence Report;
- (d) Recommend its client Companies to rightfully utilize GREX Platform as another medium for information exchange and primary/secondary securities transactions.

1.3] In consideration of GREX having agreed to approve the LAW FIRM, the Law Firm hereby agrees to clauses stipulated in this Agreement and complies accordingly.

2] Definitions

2.1] In this Agreement or in practice, unless the context otherwise requires:

- (a) "GREX" means "GREX Alternative Investments Market Private Limited", which is an innovative financial services institution involved in building solutions that combine high finance with high technology and in doing so acts as an Intermediary as per Information Technology Act, 2008.
- (b) "INVESTOR-USER/S" means a resident or non-resident private investor/s who would like to discover and invest into the unlisted securities of Companies and other alternative assets on GREX Platform out of their own free will and is/are member/s of the Platform.
- (c) "PARTICIPANT COMPANY/IES" (Company/ies) means the unlisted resident member Company/ies who is/are registered with GREX Platform and may include its directors, officers, employees or authorized representatives.
- (d) "CLIENT PARTICIPANT COMPANY/IES" (Client/s) means the registered Participant Company/ies of GREX Platform who willfully and mutually agree to approach and avail the services of the Law Firm who is a party to this Agreement as per terms of GREX.
- (e) "LAW FIRM" means any entity/body corporate/association of individuals, whether incorporated or not, who is merely a member and not participant of Platform, having expertise specified by GREX from time to time, if any, and who for consideration, is engaged in the business of providing specific legal services to client Participant Companies.
- (f) "GREX PLATFORM" (Platform) means the innovative technology enabled financial services information sharing and transaction enabling multi-user platform made available through online facility by GREX.
- (g) "APPLICATION MONEY" means the funds transferred by the Investor-User to the Platform of GREX for investing in the Participant Company.
- (h) "PRIMARY TRANSACTION" (Primary Capital Raise) means the process and transaction facilities of Securities of the Participant Companies between the Investor-User and the Participant Company as may be partly or fully enabled and/or assisted by GREX on its Platform or such transactions held outside the platform.
- (i) "SECONDARY TRANSACTION" means the transaction of Securities of a particular Participant Company between the Investor-Users and/or other Participants on GREX Platform.
- (j) "CLOSED USER GROUP" means a community of verified and registered users for accessing GREX Platform.
- (k) "PARTICIPANTS" means a collective term for all or some of the registered users, especially those who are permitted such actions on Platform which may have direct or indirect implication on transactions (viz. the Investor-Users, Sponsor, Participant Companies, etc.).

- (l) "SECURITIES" include shares, scrips, stocks, bonds, debentures, debenture stock or other marketable securities of a like nature in or of any Participant Company/ies, and as may be laid down by law from time to time and also includes any other negotiable instruments or other financial instruments that may be generated at GREX (after due approval as may be required).
- (m) "DEED OF ADHERENCE" means an undertaking of the terms that are specifically set out in this Agreement and to other documents that is being referred to for adherence.
- (n) "GOVERNING COUNCIL" means an independent body of experienced and qualified persons as per the Bye-Laws of GREX formed in the interest of all participants and includes any sub-committee or other bodies established for similar purpose.

2.2] Words and expressions used in this Agreement but not defined and defined in the Laws of Land, shall have the meanings respectively assigned to them in the law.

3] Deed of Adherence

3.1] The definitions contained in this Agreement will have the same meanings as defined save where the context otherwise requires.

3.2] The Law Firm confirms that it has read/been explained and understood all the terms of this Agreement to perform and be bound by all the terms of the Agreement.

3.3] This Agreement will be governed by and construed in accordance with the Rules, Regulations, Bye-Laws, Guiding Principles, Privacy policies, Norms and the like, laid down by GREX for the Platform for fair and equitable functioning between the participants as well as other members.

3.4] The Bye-Laws are the supreme document that governs the working and dealings of GREX Platform. By signing this Agreement the Law Firm agrees to adhere with the Bye-Laws. The Law Firm understands that the Rules and Regulation of Platform will be governed by the Governing Council and thereby comply with it as they are formed in stipulation of the Bye-Laws.

3.5] *GREX runs several processes and procedures to ensure that the transactions reach their desired end.*

This Agreement now is or hereafter may be in force as long as the Law Firm is associated with GREX Platform. The LAW FIRM understands and agrees to treat this Agreement as a Deed of Adherence to the latest notified Bye-Laws of GREX as may be notified from time to time. As a pre-condition for continued association with GREX Platform, the Law Firm further undertakes to forthwith comply with its requirements, practices, online features and procedures as may be laid down for the Platform for the purpose of efficiency in any process and such future conditions, clauses, terms, rules and policies as may be stipulated for GREX Platform from time to time.

3.6] *The Governing Council at GREX may frame Rules or principles to match the changing demands/needs of the Platform, which may not always be incorporated in the Agreement thereby being insufficient to describe the rights, duties and liabilities of the parties in different circumstances.*

Governing Council resolutions shall be binding upon all participants as well as other members which may define their expected behaviour and shall prevail in case of any contravention with the Agreement. If the rights and obligations of the LAW FIRM is altered by virtue of changed Rules and Regulations of GREX Platform, such changes shall be deemed to have been incorporated herein prospectively and in modification of the rights and obligations mentioned in this Agreement. If the Law Firm does not agree with any changes incorporated prospectively, it may choose to discontinue and terminate the association from Platform in a manner specified by GREX.

3.7] *GREX endeavors to ensure that best values drive the conduct of Participants and Members on the Platform. Such values that GREX expects its Participants and other members to adhere, have been documented in the Guiding Principles of GREX.*

It is presumed that the Law Firm has read/been explained the Guiding Principles before execution of this Agreement and thereby confirms it. This Agreement shall be understood, adhered and performed at all times during their association with the Platform, in a spirit of various universally accepted principles enshrined in the said document, namely, good faith, justice, equity, honesty and fair dealing.

4] Client Participant Companies

4.1] Association with Client Participant Companies: GREX may not interfere in the existing or future relations of the Law Firm with the client Participant Companies.

4.2] No direct Relationship: This Agreement shall not be deemed and understood to create any relationship of agency, partnership, or joint venture between GREX and the Law Firm or even between the client Participant Company and the Law Firm. The Law Firm shall not represent the same to any third person for any reason.

5] General Obligations and Responsibilities

5.1] The LAW FIRM agrees to following obligations and responsibilities:

- (a) Investigate the client Participant Company, take disclosures from it and review submitted documents as per all applicable laws and as may be required for issuing a Due Diligence Report for GREX Platform within a period as may be specified and in such format as may be specified from time to time. Such Due Diligence Report shall determine the factors that may be contrary to criteria laid down by GREX for the Participant Companies to be associated with GREX Platform.
- (b) Shall give general observations and comments in good faith in regard to legal and corporate compliances by the client Participant Company.
- (c) Shall correctly disclose to GREX and if required then to the client Participant Company such non-compliances or otherwise, with respective observations/recommendations that are necessary to be associated with GREX Platform.
- (d) Shall not perform due diligence procedure for its existing client Companies which are willing to get associated with GREX Platform unless specifically approved by GREX, though other legal services may not be affected.

- (e) In case the Law Firm is also engaged in activities other than issuance of due diligence report to client Participant Company, it shall ensure that services are clearly segregated and are independent in nature such that they do not affect the due diligence process directly or indirectly and it shall be disclosed to GREX.
- (f) Shall educate or assist the client Participant Company with the due diligence process in context of Rules, Regulations and practices of GREX Platform.
- (g) Shall keep all trade secret, knowledge, data or other information relating to the client Participant Company and the respective Due Diligence Report be confidential, unless specifically required and approved by GREX. The Law Firm shall hold in confidence and not use, disclose or reveal to any other person except with approval of GREX, information of its client Participant Company. Provided however, that nothing in this Agreement shall restrict the Law Firm from disclosing any information to its counsels and employees on a need to know basis or as may be required under applicable law.

5.2] Unbiased behaviour: Nothing in this Agreement shall be deemed to impose upon the Law Firm any obligation to issue a positive Due Diligence Report on GREX Platform. Neither shall the Law Firm represent the same to any person on or outside the Platform. The Due Diligence process shall be in a manner which is unbiased, independent and rightful. The Due Diligence Report shall be signed by the designated Partners of the Law Firm.

5.3] Support in Governance and Knowledge Sharing: Law Firm mutually agrees in sharing knowledge with GREX and support the GREX team to evolve a process that the Participant Companies may have to follow to confirm with the spirit and objectives of GREX Platform.

5.4] Insider Trading Prohibited: The Law Firm acknowledges that it is aware, and that it shall use commercially and legally reasonable precautions to ensure that its representatives, agents, officers and employees, are aware, that GREX prohibits any person who has material, non-public information concerning a Company or a possible transaction, from communicating such information to any other person when it is reasonably foreseen that such person is likely to deal in such securities or otherwise. The Law Firm shall accordingly comply and not contravene any provisions for Insider Trading.

5.5] Liability in case of default: Law Firm who contravenes any clauses of this Agreement; or any applicable Rules and Regulations of GREX; or fails to provide a correct due diligence report either due to lack of good faith or negligence; or does fraud, malfeasance, or the violation of any applicable law shall be dealt in a manner as may be deemed fit by any appropriate authority of GREX.

6] Code of Conduct for Law Firm

GREX Platform is created for the betterment of all participants and members and therefore it is governed by the universally accepted principles of good faith, honesty and fairness. GREX expects the same approach of the Law Firm towards its client Participant Companies.

6.1] Honesty and fairness: Law Firm shall act honestly, fairly and in the best interests of its client Participant Company and in the integrity of the market of GREX.

6.2] Diligence: Law Firm shall act with due skill, care and diligence in the best interests of its client Participant Company and shall ensure that its observations/recommendations are offered after thorough analysis.

6.3] Fair and reasonable charges: GREX may not interfere in the commercial relationship between the Law Firm and respective client Participant Company. The Law Firm advising a client shall charge fees, subject to any ceiling as may be specified by GREX, if any. The Law Firm shall ensure that fees charged to the client Participant Companies is fair and reasonable.

7] Termination

If the Law Firms are not in conformance with the expected roles and responsibilities on GREX Platform, GREX may decide to dissociate with such Law Firms based on its defined criteria for termination.

7.1] Non-association with any Participant Company: No termination of this Agreement shall occur due to non-association with any of the Participant Companies with the Law Firm. Annual Renewal as per stated policies of GREX may be required to increase the term of association of the Law Firm as may be prescribed by the Rules framed for GREX Platform.

7.2] Termination: Termination of this Agreement shall be by a written Notice delivered by either party within a sufficient reasonable period of atleast 30 days. Any services for pending or on-going transactions/tasks shall be taken to their logical conclusion so as to avoid any inconveniences to the participants and members of the Platform.

7.3] This Agreement may be terminated by giving a 30 days' notice at any in case the Law Firm ceases to exist.

7.4] Impact of dissociation/Termination: Termination of this Agreement or dissociation of the Law Firm with GREX for whatever reasons shall not make GREX liable to the Law Firm for any dues or charges payable by respective Participant Company. The Law Firm shall be entitled to independently pursue and close its deliberations with the respective client Participant Company for its commercial/continuing/residual/other interest for any of its past or on-going work/services or any future commitment.

8] Indemnity

8.1] GREX and its officers are expected to act fair, just, equitable and in the best interest of its participants and members. The LAW FIRM hereby undertakes and agrees to indemnify GREX and hold it harmless and keep its officers, directors, employees and agents at all times fully indemnified and hold harmless from and against all malicious reports, recommendations, observations, actions, claims and/or expenses however arising directly or indirectly, including but not limited to, as a result of:

(a) Complaints from the Client Participant Companies; or

(b) Any act, deed, omission or non-performance on the part of the Law Firm.

8.2] The indemnities provided herein shall survive the termination of this Agreement.

9] Disclaimer

9.1] Association with Client Participant Company: The Law Firm acknowledges that the arrangement or agreement between the Client Participant Company and GREX may terminate and be withdrawn. GREX shall not be liable to the Law Firm for any such loss or damage whatsoever or howsoever caused or arising, directly or indirectly during subsistence of any Agreement or even after termination.

10] GREX Terms of Use

10.1] No ownership: Using GREX does not give the Law Firm ownership of any intellectual property rights of its Services or the content accessed.

10.2] Delegation: The provisions of this Agreement shall be binding upon the Law Firm which is a party to this Agreement and may not assign, delegate or otherwise transfer any of its rights or obligations to other entity under this Agreement, unless it is acquired by other entity and is approved by GREX.

10.3] Further Assurances: The LAW FIRM shall do and perform or cause to be done and performed all further acts and shall execute and deliver all other agreements and documents if any to carry out the intent and accomplish the purpose of this Agreement.

10.4] Electronic Mail Communications: In the course of the association or dissociation with GREX, the communications made by e-mail with 7 (seven) days' notice shall be valid and accepted. Such email communications shall be from the valid registered active mail id of the Law Firm.

11] Use of Brand Name

11.1] GREX may with the written prior approval (if required) of the Law Firm, use the brand name of the Law Firm to represent it as an associated partner of GREX in such form and manner as may be approved.

11.2] Law Firm may use the brand name and/or logo of GREX as and when required and in such form and manner as may be priorly approved by GREX.

11.3] The brand name and/or logo of either parties to the Agreement must be avoided to be used in such manner that may materially affect the intended end use. Such use of brand name and/or logo shall be in an appropriate manner and through appropriate medium including but not limited to website, printed material, etc.

12] Intellectual Property Rights and Protection of GREX Platform

12.1] GREX Platform is granted a non-exclusive, royalty-free, limited license to use, display and reproduce the trademarks, service marks and logos of the Law Firm solely in connection with developing relations with the Participant Companies. The LAW FIRM hereby confirms that GREX has the requisite right to use the said marks and logos and to grant permission to use the same in the manner stated. The Law Firm shall retain all intellectual property rights in such marks.

12.2] Intellectual Property of GREX:

GREX is an innovative financial services institution and therefore very careful with respect to developing, documenting, registering and maintaining its Intellectual Properties.

Nothing contained herein shall authorize the Law Firm to use or in any manner exploit the intellectual property rights of GREX. The LAW FIRM undertakes not to infringe the intellectual property rights of GREX in the Process, Policies or other, whether directly or indirectly through any third party.

13] Governing Law

13.1] This Agreement, the participants, members and any non-contractual obligations arising out of or in connection with it will be governed by the laws of land that may be in force from time to time.

13.2] The LAW FIRM agrees that an irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that GREX shall be entitled to seek specific performance of the terms hereof in the interest of the companies on the Platform, this being in addition to any other remedy entitled under law.

14] Grievance Redressal

14.1] The Terms of this Agreement shall be governed and construed in accordance with the laws in force from time to time in India and the Rules and Regulations framed by GREX with or without statutory/adjudicatory sanctions.

14.2] Grievance Redressal: It is understood and agreed that any dispute, controversy or question arising from or relating to performance/interpretation of this Agreement, the breach thereof, or the subject matter thereof ("Controversy") shall be resolved exclusively pursuant to the Grievance Redressal Rules/Procedures laid down for GREX Platform which are made available on GREX websites or by direct request.

14.3] Arbitration: Any controversy between the parties shall be first referred to Authority as per Grievance Redressal Rules/Procedures laid down by GREX. In the event that the dispute/controversy is not resolved, it shall be settled exclusively by binding Arbitration. The Arbitrator under this Agreement shall be the independent body of Governing Council or its Sub-Committee formed under the Rules of GREX.

14.4] Not involved Party: GREX shall not be a party or witness to any Writ Petition or Suit filed by the participants and/or members amongst themselves or otherwise.

15] Force Majeure

15.1] No party may be held liable for non-performance of its obligations, the Agreement and the allied Rules and Regulations of the Platform of GREX for a time period when it is due to force majeure and/or an act of State.

16] Entire Agreement

16.1] This Agreement and other documents, if any, referred to in this Agreement constitutes the entire Agreement between the parties and supersedes and replaces any

previous Agreement, understanding, representation, warranty or arrangements of any nature whatsoever between the parties relating to the subject matter of this Agreement.

16.2] The LAW FIRM acknowledges and confirms that it has not relied on any other party in deciding whether to proceed with the execution of this Agreement.

16.3] Non-compliance or contravention of any clauses of this Agreement or the policies and process of GREX may attract penal action by GREX against the Law Firm.

17] Variation

17.1] GREX reserves the right to modify, alter, add, delete clauses and terms and conditions of this Agreement unilaterally at any time, to match the changing demands, needs and circumstances of GREX Platform. The LAW FIRM shall keep itself updated of the modified terms of this Agreement from GREX website or as may be made available. In this regard the continuance of business relationship with GREX by the Law Firm constitutes acceptance of the latest version of the Agreement displayed or as may be made available. The latest version of this Agreement will supersede all prior versions.

18] Severability

18.1] If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be deemed to be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforced in accordance with its terms to the maximum extent permitted by law.

Note:

- *The headings and explanations herein are for convenience and better understanding only and may not affect the construction hereof in contravention to the intention/spirit of Platform, unless specified.*
- *All the Participants and members need to understand the distinction between determination of the written terms of Agreement and their subsequent interpretation with the consequence that, even though the writing of clauses may contain respective intention, other unwritten circumstances be also interpreted in same spirit because literal meaning/reading may not suffice to achieve this intention of good faith and fair dealing.*
- *Such distinction above seems sensible as it also explains the apparent effects of accepting the clauses of this Agreement so that no party runs the risk of unjustified generalization.*

SIGNED AND DELIVERED

BY THE "LAW FIRM"

Name: _____

Mr. / Ms. _____

(AUTHORIZED SIGNATORY/PARTNER of FIRM)

(SEAL, IF ANY)

Date: DD/MM/YYYY

SIGNED AND DELIVERED

BY "GREX"

GREX Alternative Investments Market Private Limited

Mr. / Ms. _____

(AUTHORIZED SIGNATORY)

(COMPANY SEAL)

Date: DD/MM/YYYY

Declaration

The LAW FIRM, its Officers and Authorized Representatives, if any, subject to the Rules and Regulations constructed for GREX Platform hereby agrees and declares that:

- (a) The details furnished are true and correct to the best of its knowledge and belief and undertake to inform any changes immediately. In case of any information furnished by is false or untrue or misleading or misrepresenting, it is aware that to be held liable for the same.
- (b) Confirms of having read/been explained and understood the contents of the Agreement and the procedures.
- (c) Undertakes to keep abreast with the changes in the various Rules and Regulations of GREX.
- (d) We agree and undertake to abide by Rules, Regulations, Bye-laws, procedure and process of GREX which are in the benefit and in interest of all the participants and members.
- (e) We understand that GREX may have to discontinue/deregister the client Participant Company from GREX Platform for non-fulfillment of conditions or disagreement and any pending dues or claims of the Law Firm with such client Participant Company shall not be the liability of GREX.
- (f) We undertake to not disclose the information and details of the client Participant Companies of GREX Platform to outside third parties and abide by the Privacy policy of GREX as may be laid down from time to time.
- (g) We understand that Consent given to this Agreement, imposes an obligation of good faith in its performance and enforcement by both the parties hereto.

For and on behalf of _____ (Law Firm)

Signature with Stamp:

Name of Authorized Signatory/Partner:

Designation:

Date: