

DETAILS OF INVESTMENT ADVISOR

Sr. No.	Description	To be filled by the Investment Advisor	
1.	Investment Advisor Full Name		
2.	CIN (For Body Corporate)		
3.	Residential Address (With City & State)		
4.	Email Address		
5.	Mobile No.		(Please affix a passport size photograph here)
6.	Telephone Number		
7.	PAN Card Number (for Indian Nationals)		

Enclosures:

1] Investment Advisor attested PAN Card Copy

2] Self Attested PAN Card Copy of Authorized Signatories, if any

3] Self Attested Address Proofs of Authorized Signatories, if any

By signing this Form for Investment Advisor, the Investment Advisor 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 _____ (Investment Advisor), and warrants that the individual signatory/ies (if any) signing above is/are authorized to execute the main Agreement on behalf of the Investment Advisor.

For and on behalf of _____ (Investment Advisor)

Signature with Stamp:

Name of Authorized Signatory (**For body Corporate**):

Designation:

Date:

Investment Advisor Agreement
Between
GREX Alternative Investments Market Private Limited
And
The Investment Advisor

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

Investment
Advisor Name : _____ (hereinafter called
"**Investment Advisor**")

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] Investment Advisor is an individual or entity or body corporate or association of individuals, whether incorporated or not, provides investment advice to Investor-Users of GREX Platform, for consideration.

1.2] The purpose of the present Agreement which governs the relations between GREX and the INVESTMENT ADVISOR is to define the conditions under which the Investment Advisor:

- (a) Determines Risk tolerance for client Investor-User;
- (b) Provide Investment Recommendations to client Investor-User, if solicited;
- (c) Educate Investor-User with legal and/or contextual knowledge;

- (d) Recommend its clients to rightfully utilize GREX Platform as another medium for information access and securities transactions.

1.3] In consideration of GREX having agreed to approve the INVESTMENT ADVISOR, the Investment Advisor 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) "CLIENT INVESTOR-USER/S" (Client/s) means the successfully registered Investor-User/s of GREX Platform who willfully and mutually agree to approach and avail the services of the Investment Advisor who is a party to this Agreement as per terms of GREX.
- (d) "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.
- (e) "INVESTMENT ADVISOR" means any individual/entity/body corporate/association of individuals, whether incorporated or not, who is merely a member and not participant of Platform, having qualifications specified by GREX from time to time, if any, and who for or without consideration, is engaged in the business of providing investment advice to client Investor-Users.
- (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 Investment Advisor confirms that he 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 Investment Advisor agrees to adhere with the Bye-Laws. The Investment Advisor 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 Investment Advisor is associated with GREX Platform. The INVESTMENT ADVISOR 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 Investment Advisor further undertakes to forthwith comply with its requirements, practices, procedures and processes as may be laid down for the Platform for the purpose of efficiency in any transactions 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 INVESTMENT ADVISOR 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 Investment Advisor 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 Investment Advisor 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 Investor-Users

4.1] Association with Client Investor-Users: GREX may not interfere in the existing or future relations of the Investment Advisor with the client Investor-Users.

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 Investment Advisor or even between the client Investor-User and the Investment Advisor. The Investment Advisor shall not represent the same to any third person for any reason. He shall also not represent to the client Investor-User that he is a financial planner and that any services provided by him are considered as financial planning services.

4.3] Termination of Association between Investment Advisor and Client Investor-User:

In keeping with the open market philosophy of GREX, it must allow the Investment Advisor as well as the Client Investor-User to terminate their association without much difficulty. However, that must be done with due care and through a well laid out process to ensure minimum disruption and clear responsibility through the process.

The Investment Advisor and the Client Investor-User may be allowed to terminate their association at any time by either party upon sufficient notice by a reasonable means to the other party. Such termination shall be intimated to GREX within a period of 30 days. In the event of termination of their association, the client Investor-User retains the right to get complete service from Investment Advisor for any uncompleted transactions. Nothing contained herein shall imply the liability of GREX in cases of unsettled dues or otherwise between the Investment Advisor and respective Client Investor-User. The Investment Advisor is advised to factor such events in their arrangements with the Client Investor-User.

5] General Obligations and Responsibilities

5.1] The Investment Advisor agrees to following obligations and responsibilities:

- (a) Shall give general comments in good faith in regard to trends in the financial and securities market of GREX Platform.
- (b) Shall act in a fiduciary capacity towards its client Investor-Users and shall disclose them all conflicts of interest as and when they arise.
- (c) Shall maintain an arms-length relationship between its activities as an Investment Advisor and other contradictory activities.
- (d) In case the Investment Advisor is also engaged in activities other than investment advisory services to client Investor-User he shall ensure that his investment advisory services are clearly segregated from all his other activities and are independent in nature such that they do not affect their investment advisory relationship directly or indirectly and it shall be disclosed to GREX.
- (e) Shall not divulge any confidential information about his client Investor-User, which may come to his knowledge without any prior permission or otherwise, except where such disclosures are required to be made in compliance with any law for the time being in force or as and when requested by GREX for the reasons of any investigation or otherwise.

5.2] Risk Profiling: The Investment Advisor shall ensure that,

- (a) He obtains from the client Investor-User such information as is necessary for the purpose of giving investment advice.
- (b) He has the means and methods for assessing the risk a client Investor-User is willing and able to take, including assessing a client's capacity for absorbing loss and identifying whether client is unwilling or unable to accept the risk of loss of capital.
- (c) Risk profile of the client Investor-User is communicated to him after risk assessment is done.

5.3] Suitability: The Investment Advisor shall ensure that,

- (a) All investments on which investment advice is provided is appropriate to the risk profile of the client Investment Advisor.
- (b) He understands the nature and risks of products or assets selected for client Investor-Users.

5.4] Disclosures to GREX and/or client Investor-Users:

- (a) The Investment Adviser shall make necessary disclosures to GREX which may be required to match the changes made by GREX in the eligibility norms of Investment Advisor from time to time. The eligibility norms may alter in the benefit of all participants and members of the Platform. In the event of non-fulfilment of such norms, the association of Investment Advisor with GREX may have to be terminated.
The Investment Advisor shall also disclose a prospective client Investor-User, all material information about itself including its business, disciplinary history, the terms and conditions on which it offers advisory services, affiliations with other

intermediaries and such other information as is necessary to take an informed decision on whether or not to avail its services.

- (b) The Investment Adviser shall, while making an investment advice, make adequate disclosure to the client Investor-User of all material facts relating to the key features of the products or securities, particularly, performance track record as may be known to him from time to time.
- (c) The Investment Advisor may merely give a reasonable estimate and shall make no promises, representations, warranties, or guarantees that any of the services to be rendered by him to the client Investor-Users will result in a profit to him.
- (d) No biased behaviour: Nothing in this Agreement shall be deemed to impose upon the Investment Advisor any obligation to recommend for purchase or sale of any securities on GREX Platform by the client Investor-User. Neither shall the Investment Advisor represent the same to any person on or outside the Platform.
- (e) Death of Client Investor-User: In the event of death or insolvency or incapacity of the client Investor-User, the Investment Advisor may intimate GREX, if he is aware of such fact, to conclude any pending actions as may be plausible. GREX would deem it equivalent to termination of the relationship between the said client Investor-User and the Investment Advisor.

5.5] Inspection:

- (a) GREX may suo motu or upon receipt of information or complaint may undertake inspection of the books of accounts, records and documents relating to investment advisers with a prior notice of one week.
- (b) It shall be the duty of every Investment Advisor and any other associated person who is in possession of relevant information pertaining to conduct and affairs of the Investment Advisor to give to the inspecting authority of GREX all such assistance and shall extend all such co-operation and shall furnish such information as may be required in connection with the inspection.

5.6] Insider Trading Prohibited: The Investment Advisor acknowledges that it is aware, and that it shall use commercially reasonable precautions to ensure that its representatives, agents, officers and employees, if any, 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 Investment Advisor shall accordingly comply and not contravene any provisions for Insider Trading.

5.7] Liability in case of default: An Investment Advisor who contravenes any clauses of this Agreement; or any applicable Rules and Regulations of GREX; or fails to provide advice to client Investor-User 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 Investment Advisor

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 Investment Advisor towards its client Investor-Users.

6.1] Honesty and fairness: An Investment Advisor shall act honestly, fairly and in the best interests of its client Investor-Users and in the integrity of the market of GREX.

6.2] Diligence: An Investment Advisor shall act with due skill, care and diligence in the best interests of its client Investor-Users and shall ensure that his advice is offered after thorough analysis and taking into account available alternatives.

6.3] Information to its clients: An Investment Advisor shall make adequate disclosures of relevant material information while dealing with its client Investor-Users.

6.4] Fair and reasonable charges: GREX may not interfere in the commercial relationship between the Investment Advisor and respective client Investor-User. The Investment Advisor advising a client shall charge fees, subject to any ceiling as may be specified by GREX, if any. The Investment Advisor shall ensure that fees charged to the client Investor-Users is fair and reasonable.

7] Termination

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

7.1] Non-association with any Investor-User: No termination of this Agreement shall occur due to non-association with any of the Investor-Users with the Investment Advisors. Annual Renewal as per stated policies of GREX may be required to increase the term of association of the Investment Advisor 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 shall be taken to their logical conclusion so as to avoid any inconveniences to the participants and members of the Platform.

7.3] Termination owing to Judicial Process: This Agreement may be terminated by giving a 30 days' notice at any time prior to the Closing of (a) an order, injunction or decree shall have been issued by any court or agency of competent jurisdiction against the Investment Advisor and shall be non-appealable, or other law shall have been issued preventing or making illegal either the working of the Investment Advisor or otherwise (b) the Investment Advisor ceases to exist.

7.4] Impact of dissociation/Termination: Termination of this Agreement or dissociation of the Investment Advisor with GREX for whatever reasons shall not make GREX liable to the Investment Advisor for any dues or charges payable by respective Investor-User. The Investment Advisor shall be entitled to independently pursue and close its deliberations with the respective client Investor-User 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 INVESTMENT ADVISOR 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 actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses however arising directly or indirectly, including but not limited to, as a result of:

(a) Complaints from the Client Investor-Users; or

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

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

9] Disclaimer

9.1] Association with Client Investor-User: The Investment Advisor acknowledges that the arrangement or agreement between the Client Investor-User and GREX may terminate and be withdrawn. GREX shall not be liable to the Investment Advisor 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 Investment Advisor ownership of any intellectual property rights of its Services or the content accessed.

10.2] Training by GREX- GREX may mandate some or complete staff of Investment Advisor, if any, working for GREX Platform to be trained in certain aspects as may be prescribed from time to time in general interest of all the Participants and members, and the Investment Advisor agrees to be trained for the same. Non-attendance of the mandatory meetings or trainings by GREX may lead to suspension of the association of the Investment Advisor with GREX Platform.

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

10.4] Further Assurances: The INVESTMENT ADVISOR 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.

10.5] 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 Investment Advisor.

10.6] Commercials: GREX may pay the Investment Advisors incentives on the performance parameters generated through the investment done by their client Investor-Users either singularly or in aggregate. Form, nature and structure of incentives may change from time to time as per GREX policies.

11] Confidentiality

11.1] No Party shall disclose any confidential or proprietary information of the other Party, associated parties or the terms of this Agreement to any person, without the prior written consent of the other Party, except as may be necessary for carrying out respective authorized scope of work/services. The Parties to this Agreement agree that they may have to provide/disclose any required information or supporting documents without such consent of other party, if inquired by Competent Authority or Investigating Agency.

11.2] Any data/information of all participants and members that may be shared by GREX with the Investment Advisor is their personal, strictly confidential and important information. Such information will be strictly handled with care by the Investment Advisor and used only for the permitted purpose and as is within their scope of services. In the event of use of such information for a purpose other than that is permitted, the Investment Advisor shall independently bear all the liability and consequences that may arise.

12] Use of Brand Name

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

12.2] Investment Advisor 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.

12.3] 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.

13] Intellectual Property Rights and Protection of GREX Platform

13.1] GREX Platform is granted a non-exclusive, royalty-free, limited license to use, display and reproduce the trademarks, service marks and logos of the Investment Advisor solely in connection with developing relations with the Investor-Users. The INVESTMENT ADVISOR 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 Investment Advisor shall retain all intellectual property rights in such marks.

13.2] 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 Investment Advisor to use or in any manner exploit the intellectual property rights of GREX. The INVESTMENT ADVISOR undertakes

not to infringe the intellectual property rights of GREX in the Process, Policies or other, whether directly or indirectly through any third party.

14] Governing Law

14.1] 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.

14.2] The INVESTMENT ADVISOR 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 investors and other stakeholders on the Platform, this being in addition to any other remedy entitled under law.

15] Grievance Redressal

15.1] 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.

15.2] 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.

15.3] 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.

15.4] 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.

16] Force Majeure

16.1] 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.

17] Entire Agreement

17.1] 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.

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

17.3] 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 Investment Advisor.

18] Variation

18.1] 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 INVESTMENT ADVISOR 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 Investment Advisor 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.

19] Severability

19.1] 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 "INVESTMENT ADVISOR"

Company Name (For Body Corporate): _____

Mr. / Ms. _____

(AUTHORIZED SIGNATORY for Body Corporate)

(COMPANY SEAL)

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 INVESTMENT ADVISOR, 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 his/her 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, he/she 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 Investor-User from GREX Platform for non-fulfillment of conditions or disagreement and any pending dues or claims of the Investment Advisor with such client Investor-User shall not be the liability of GREX.
- (f) We undertake to not disclose the information and details of the client Investor-Users and the 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) Notify GREX of any material change in the form or nature of any of transactions or in the rights or privileges of the holders thereof.
- (h) 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 _____ (Investment Advisor)

Signature with Stamp:

Name of Authorized Signatory (For Body Corporate):

Designation:

Date: