

DETAILS OF INVESTOR-USER

Sr. No.	Description	To be filled by the Investor	
1.	Investor-User Full Name		
2.	Residential Address (With City & State)		
3.	Email Address		
4.	Mobile No.		(Please affix a passport size photograph here)
5.	Telephone Number		
6.	PAN Card Number (for Indian Nationals) / Unique Identification Number (for Foreign Nationals)		

Enclosures:

1] Photo

2] Self-Attested Copy of PAN Card (mandatory for Indian Nationals)/Unique Identification Number (for Foreign Nationals)

3] Self-Attested Address Proof

By signing this Form for Investor-User, he/she 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 _____ (Investor-User) and warrants that he/she executes the main Agreement himself/herself.

Signature:

Name of Investor-User:

Date:

**Investor-User Agreement
Between
GREX Alternative Investments Market Private Limited
And
The Investor-User**

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

Investor Name : _____ (hereinafter called "**Investor-User**")

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] The purpose of the present Agreement which governs the relations between GREX and the INVESTOR-USER is to define the conditions under which the Investor-User:

- (a) Access the GREX Platform
- (b) Can perform transactions with the PARTICIPANT COMPANIES
- (c) Subject to GREX policies access the information made available by various Participants on GREX Platform

1.2] The Agreement applies only to the Investor-User who is verified and registered with the GREX Platform.

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 member Company/ies who is/are registered with GREX Platform undertaking many activities (some which are mandatory for all or few such Companies, while some others may be voluntary) and may include its directors, officers, employees or authorized representatives.
- (d) "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.
- (e) "APPLICATION MONEY" means the funds transferred by the Investor-User to the Platform of GREX for investing in the Participant Company.
- (f) "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.
- (g) "SECONDARY TRANSACTION" means the transaction of Securities of a particular Participant Company between the Investor-Users and/or other Participants on GREX Platform.
- (h) "CLOSED USER GROUP" means a community of verified and registered users for accessing the GREX Platform.
- (i) "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.).
- (j) "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.
- (k) "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.
- (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) "SPONSOR" is a body corporate who is member of GREX Platform and means an independent Financial Services Institution approved by GREX, which acts as an agent of the Participant Company during and for the purpose of capital transactions including the Primary Capital raise by the Participant Company and the Secondary Transactions done between the Investor-Users and may supervise any action or regulate any omission of the Participant Company on the Platform.

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 INVESTOR-USER confirms that he/she 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.

3.4] The Bye-Laws are the supreme document that governs the working and dealings of GREX Platform. By signing this Agreement the Investor-User agrees to adhere with the Bye-Laws. The Investor-User 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 Investor-User is being registered on GREX Platform. The Investor-User 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 registration on GREX Platform the Investor-User, 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 which may define their expected behaviour and shall prevail in case of any contravention with the Agreement. If the rights and obligations of the INVESTOR-USER 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 Investor-User does not agree with any changes incorporated prospectively, he may choose to de-register from the Platform and in such case any ongoing transactions must be concluded under existing provisions.

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

It is presumed that the Investor-User 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] The Parties

4.1] GREX is meant to be a direct communication channel between the participants. The access provided by GREX to its Platform (over web, mobile, correspondent or any other channels) enables various Participants to create a relationship within the Closed User Group through active information sharing. GREX may or may not have any intervention on the content provided by anyone on GREX Platform.

4.2] In respect to the securities and information made available on GREX Platform, GREX is neither intended to become a medium of distribution for and on behalf of the Participants nor is an agent representing any of the Participants.

4.3] The INVESTOR-USER willingly agrees to accept the platform of GREX in all entirety including and along with all its Rules, Policies, Procedures, Bye-Laws, Ethics and Governance Codes etc. and especially for the securities transactions as done on the platform. The Investor-User also understands the risks associated with such securities transactions done on Platform and respective investments.

4.4] All actions/omissions of the INVESTOR-USER shall be subject to the Rules, Regulations, Customs, Usages and Practices of GREX Platform. The INVESTOR-USER agrees to have made himself/herself completely familiar with the same and has undergone an on-boarding education through any of the GREX mediums including but not limited to direct interaction with GREX representatives.

5] Transactions of GREX

5.1] GREX is a private platform and offers its access even to facilitate Primary Capital raise by Companies. GREX is approached by the PARTICIPANT COMPANIES to aid and facilitate in the Private Placement Allocation process which is binding upon both the Investor-User and the Participant Company. GREX will run automated allocation algorithm to generate binding Allocation Recommendation as a process for the respective Participant Companies. Such processes of GREX are held to be binding to avoid uncertainty and they are also agreed and trusted by the participants before joining the Platform. The Investor-User confirms to being in agreement with the same.

5.2] *To ensure that transactions are fulfilled without hindrances, it is necessary to ensure that neither party to a proposed transaction quits or reverses or revokes his already executed intention towards fulfilment.*

By explicit action of transferring money or security in primary/secondary market at GREX, as the case may be, the INVESTOR-USER therefore gives an irrevocable consent to GREX and its authorities as well as the Participant Company (in Primary Capital raise) or the respective Seller/Buyer (in secondary transaction) to proceed with the transaction process as per Rules and Regulations of GREX Platform. 'To proceed with the transaction process' means and includes but is not limited to the issue of Allocation Recommendation by GREX; issue of Private Placement Offer Letter or any such equivalent documents by Participant Company; etc.

5.3] GREX runs a process and systems driven allocation mechanism for generating the allocation table for Primary Capital raise and Order Matching for secondary transactions. In case the Investor-User is not recommended in the Allocation Recommendation generated by GREX or in case his quote remains unmatched for secondary transactions, he/she has no remedy for the same except a refund, as such recommendation is issued through an automated process.

No other remedy is made available as it is in pursuance to a commercially sensible construction, that the Recommendation is based on an automated process which selects few persons amongst the several people applying.

5.4] The Investor-User will have no rights/claims on securities of the Participant Company until the respective Participant Company accepts and finally allots the same. The Investor-User gets rights of enforcing any claims only on allotment of securities and not for prior actions.

After allotment of securities to the Investor-Users on GREX Platform, they may constitute a class of security-holders of a Participant Company who may have rights to attend class meetings. GREX may mandate e-voting for such class.

The wording of this clause regarding 'no claims on securities until allotted', is sufficiently clear to prevent giving rise to the unintended legal effects when it comes to enforceability. The said clause is not for "notorious uncertainty" thereby excluding liability as it does not pass the test of unreasonableness.

5.5] Responsible Secondary Transactions: It is the responsibility of the INVESTOR-USER to also ensure that he sells/buys these securities in strict accordance with the Applicable Laws and/or Rules and Regulations made for GREX Platform.

5.6] Appointment of Investment Advisor: If necessary, the Investor-User shall also appoint an Investment Advisor from amongst the Investment Advisor's that are approved by GREX.

5.7] *Inadvertent Delays in Settlement: GREX involves a lot of players in its ecosystem, including players from the Capital Market, Banking System as other partners of GREX apart from the Participants. Notwithstanding the complexity, GREX will try to ensure that the transactions are settled seamlessly and timely. However, it cannot guarantee a seamless or timely settlement of all transactions owing to any*

known/unknown process or any other complications that may arise due to independent inter play of actions/inactions on various players, participants, partners on GREX Platform.

In the event of any complexity in the completion of transactions due to whatsoever reasons, the transactions may not be settled seamlessly or timely and thereby the Investor-User may have to hold on for a time period for the final settlement. Such time period may or may not be known due to the unpredicted complexity that may arise in the process resolution. GREX shall ensure that the Investor-User is informed when the settlement is achieved. The Investor-User agrees to not hold GREX liable for such delays in settlement and no other remedy shall be made available by GREX for such inadvertent settlement issues unless as may be specified.

5.8] Penal Interest on account of Delay: If termination/de-registration of Investor-User gives rise to cancellation of an ongoing transaction or in case of failure of the transaction in any other circumstances, refund of money received on GREX Platform shall be made within the period as laid down by Rules and Regulations of GREX. A delay beyond such period will make the INVESTOR-USER entitled for an interest on refund @ **15%** pa from GREX. Such refund shall be made by GREX to the respective source Bank Accounts from which funds were transferred or to the self-registered Bank Account of the Investor-User with GREX, as may be appropriate per GREX policies and in a manner that is normally acceptable as per Banking laws in India.

6] Information Exchange on GREX Platform

6.1] Any exchange of electronic record between the Participants shall be deemed to be received to the addressee when reaches their system without the requirement of acknowledgment of the receipt of electronic record, unless specifically required.

6.2] Information for Knowledge: The Information displayed on GREX Platform may not purport to be sufficient that any potential investor may require for him to be satisfied. Neither is it intended to provide the basis of any credit or other evaluation nor any recipient of such information should consider such receipt as a recommendation to subscribe. Each Investor contemplating the subscription should make his/her own independent investigation of the financial condition and affairs of the Participant Company and its own appraisal of the creditworthiness. GREX provides an opportunity to investors to have **sustained and insightful knowledge** about the PARTICIPANT COMPANIES on GREX Platform and its associated ecosystem which may include first, second, or third party insights in order to ensure that the investors have access to BEST IN CLASS knowledge resources thereby enabling them to take informed decisions regarding their investments & liquidity.

6.3] Incorrect Information: GREX Platform is a resource for information and disclosure purposes only. GREX makes no endorsement of, is not responsible for and makes no representations or warranties with respect to any links from its Platform to other information, website, applications or entities. This Platform is intended, but not warranted, promised or guaranteed, to be correct, complete, and up-to-date. GREX expressly disclaims and will not be made liable for any act or omission or any consequence of any act or omission by the INVESTOR-USER relying on material/information available on this Platform.

6.4] Online Consent:

It may not be feasible for GREX and the Investor-Users to sign the physical documents and Agreements multiple times as may be required from time to time. Therefore, in order to avoid the same, GREX will get online consent from Investor-Users whenever required, and to be given after accessing the Platform by logging-in through their valid Login-Id and Password.

The Investor-User understands and agrees that all online consents given shall carry the same validity as the Physical Signatures. Such online consent may be required in following cases:

- (a) Release of New Products and Features
- (b) New and Updated Policies
- (c) Amendments to this Agreement
- (d) Any other matter

In certain conditions, an online consent may not be sufficient and may require affixation of Digital Signature by the Investor-User to give his consent on certain matters as and wherever may be mandated by GREX from time to time.

7] Confidentiality

7.1] GREX has enabled a Platform which may make available certain information of a confidential nature to the INVESTOR-USER:-

- (a) which is an innate knowledge, creates connection between the PARTICIPANT COMPANY and the INVESTOR-USER; and
- (b) enables the INVESTOR-USER to determine whether to make an informed investment in the PARTICIPANT COMPANY whenever a capital raise arises; and
- (c) which enables transactions in primary/secondary market, if the INVESTOR-USER does so determine to invest.

That such information has been and/or be made available on GREX Platform on the understanding that the INVESTOR-USER will maintain its confidentiality.

7.2] Any Information displayed on GREX Platform is neither a Prospectus nor any Offer or Invitation to subscribe made to the public in general. The Information on GREX Platform is accessible only to the closed user group who have got themselves registered as per Rules & Regulations of GREX. This Platform is not intended to and should not be interpreted as directly or indirectly soliciting or advertising anything.

7.3] The obligations of confidentiality on the INVESTOR-USER under this Agreement do not apply to any information which:-

- (a) the INVESTOR-USER is required by law or by the Rules of GREX to specifically disclose;
- (b) is in or enters the public domain otherwise than by breach of this Agreement;
- (c) is already known to the INVESTOR-USER; or
- (d) is acquired by the INVESTOR-USER from a person who was not under an obligation of confidentiality relating thereto.

7.4] External Information Supply: No announcement in public or to a third party can be made by Investor-User regarding the contents/information displayed on GREX Platform. It is made available to INVESTOR-USER on the strict understanding that it is confidential. Penal Liabilities shall be attracted as per Rules and Regulations made for GREX Platform for violating the confidentiality which leads to damage to anyone or authorized persons of GREX.

7.5] Information Leakage and its Liability: In case of any leakage of any confidential contents/information displayed at GREX Platform that results in any damage (actual or potential, today or in future, with any determined value or not) to any of the Participants at GREX, the respective Participant will be free to undertake any legal action or remedies available to them under the law. The INVESTOR-USER understands and agrees that GREX will not have any role to play in this regard and may not interfere or respond to any such requests that may be initiated by the INVESTOR-USER. The INVESTOR-USER also undertakes not to involve GREX as a party or otherwise in any such matters. The INVESTOR-USER also undertakes that GREX will not be held liable for any losses (including any costs incurred to process or defend himself/herself), by or on behalf of the INVESTOR-USER on account of such activity.

7.6] Information Protection: The INVESTOR-USER agrees to not host, display, upload, modify, publish, transmit, update or share any information that-

- belongs to another person and to which it does not have any right;
- is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- harm minors in any way;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law for the time being in force;
- deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- impersonate another person;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- threatens the unity, integrity, defence, security or sovereignty of India or any other nation/country/state, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

8] INVESTOR-USER'S Risk

8.1] Buyer Beware: For the purposes of taking an Investment Decision, if any, the INVESTOR-USER must rely on his/her own examination of the PARTICIPANT COMPANY

and of the transaction including the risks involved and should not take the risk of investment, buying or selling until he/she is satisfied.

8.2] Risk of Higher Volatility: Volatility refers to the dynamic changes in price that a security undergoes on or off the Platform. Higher is the volatility of a security, greater is its price swings. As a result of volatility, the Investor-User may have to face notional or real losses. GREX will not be liable for any such similar risks.

8.3] Risk of Lower Liquidity: Liquidity refers to the ability of Investor-Users to buy and/or sell securities expeditiously at a competitive price and with minimal price difference. GREX shall not be made liable for any consequences of such risk.

8.4] Systems Risk: High volume transactions, beyond its expected capability, may occur on the Platform which may cause delays in execution or confirmation of the transactions. There may exist a possibility of a communication failure or system problems or slowed or delayed response from the system due to electronic network congestion or problems with the Internet or Internet Services. Although these risks may be temporary in nature, the Investor-User is cautioned about such risks.

8.5] Other Risks: GREX shall not be liable for any other risks that are beyond its influence, action or control.

8.6] Risk Management: To ensure that no malafide behaviour is effected on the Platform, GREX through its Designated/Authorized Officers will reserve the right to investigate the transactions as and when deemed necessary and decide regarding the same (including but not limited to cancellation, annulment or suspension of one or more on-going or completed transactions). For any transactions which are under way, such decisions would only mean non-clearing of the transaction. Corrective steps/actions of past transactions may be taken as per the discretion of the Designated/Authorized Officers and policies of GREX.

9] Liabilities of GREX

9.1] Official Information Sharing: No person has been authorized by GREX to give any additional information apart from which is already made available on the Platform, unless it is specifically required in exceptional circumstances that are expressly permitted by GREX. If such additional information is given without accompanying express authorization then it must not be relied upon as having been authorized by GREX. GREX assumes no liability for the interpretation and/or use of the information contained or referred to on its website, nor does it offer a warranty of any kind, either expressed or implied.

9.2] No liability of GREX on Information displayed: None of the Directors/ Officers/ Authorities/ Consultants or Other Affiliated members associated with GREX for the capital raise or otherwise shall undertake to review the financial condition or affairs of the Participant Company unless expressly authorized and officially communicated. GREX or its Directors/ Authorities/ Consultants or Other Affiliated members shall have no liability in relation to the information displayed. They shall also not be liable for insufficiency of information or failure of transactions caused in the event of de-registration of the Participant Companies from GREX Platform.

9.3] No guarantee of transaction fulfilment:

GREX is an exchange-like medium in its aspiration to provide best-in-class service and offer similar best practices to its Investor-Users. However, GREX currently does not offer Counter-Party risk mitigation by way of becoming a counter-party itself or providing a Counter-Party to transactions. While GREX shall endeavor to ensure that all transactions are completely fulfilled, it still cannot guarantee the same. Therefore, the Investor-User's orders to participate in any transaction (primary, secondary or any other) may not be successful.

GREX shall not under any circumstances guarantee or be held accountable for the completion/success of any Primary or Secondary Transactions of Securities on GREX Platform.

10] Cancellation and Annulment of Transactions

10.1] General Investor-User Protection Actions: GREX through its Designated/Authorized Officers will reserve the complete right to investigate the transactions, from risk management or other perspectives, as and when deemed necessary and decide to take appropriate actions regarding the same (including but not limited to annulment or suspension of one or more on-going or completed transactions). For any transactions which are under way, such decisions would only mean non-clearing of the transaction. Corrective steps/actions with respect to past transactions may be taken as per the discretion of the Designated/Authorized Officers and policies of GREX. The Investor-User agrees to fully cooperate with GREX regarding the same and abide by its decisions including executing actions required on his/her behalf, as may be required and in the time frame as may be specified.

In case the Investor-User does not agree with the decisions and directions of GREX, he/she must first access the Grievance Redressal mechanism of GREX and if further dis-satisfied invoke the legal remedies available to him/her as defined in this Agreement, but only after first complying with the decisions and directions given by GREX.

10.2] Violation of Local Laws: Violation of any applicable laws by the Investor-User may lead to cancellation or annulment of the transactions on GREX Platform. Non-Resident Investor-User shall abide by all applicable provisions of law in his resident country as well as the place of transactions.

10.3] GREX may annul, cancel, suspend, disclose any details, information or transactions of its participants when inquired or requested by the Appropriate Authorities under applicable laws.

11] Absence of Compensatory Rights of INVESTOR-USER

11.1] Lost Opportunity: The GREX Platform shall abstain from offering the Investor-User compensatory rights or remuneration (monetary or otherwise) on the lost opportunity (including "consequential" or "direct" or "indirect" profit/loss) in the profitable transactions in consideration of their non-subscription or otherwise. The decision to invest or transact is a sole decision of the Investor-User. GREX has no role to play as

mere realistic opportunities are made available which may lead to potential profits or losses, which the Investor-User has to bear himself/ herself.

12] Force Majeure

12.1] 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.

13] Variation

13.1] 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, circumstances and applicable laws pertaining to GREX. The INVESTOR-USER shall keep itself updated of the modified terms of this Agreement from GREX website. In this regard the use/continuance of GREX Platform by the Investor-User constitutes acceptance of the latest version of the Agreement displayed. The latest version of this Agreement will supersede all prior versions.

14] De-registration

14.1] The Agreement shall be valid and in force until any disagreement is communicated and a termination of the same is completed if initialed by any of the parties hereto.

14.2] Any breach of the Bye Laws, Governing Council, Guiding Principles, Privacy Policies and the like laid down for GREX Platform will be deemed to be a serious violation of this Agreement. The Investor-User is bound by these until and unless he/she is successfully de-registered.

14.3] Suspension and De-registration: Non-usage of the Platform for a specified period, non-payment of fees or disagreement of the terms, may lead to de-registration of the Investor-User from GREX Platform and the said account may be permanently deleted according to the policies of GREX. While such account is being deleted or suspended, any ongoing transactions (including but not limited to any securities or funds committed, transferred, or in process of being transferred) shall be mandatorily completed as per all Rules and Regulations made for GREX Platform to meet the reasonable ends.

15] Disclaimer

15.1] Best Effort: The INVESTOR-USER acknowledges that the Platform Services may not be uninterrupted or error free or virus free at all times despite the best efforts taken by GREX and it thereby disclaims all warranties, express or implied, written or oral, including but not limited to warranties of fitness of the services for a particular purpose. GREX's sole obligation and exclusive remedy in the event of interruption in the Services shall be to use all reasonable endeavors to restore the said services as soon as reasonably possible.

15.2] Limited Liability: Without prejudice to any other clauses, it is mutually agreed by and between the Parties that under exceptional circumstances, GREX may not be held liable under this Agreement for more than the amount involved in the transaction or paid by other party of this Agreement to GREX during the twelve months prior to the event giving rise to the liability, whichever is the lowest. Such liability limitation is also

applicable in case of collective liability for the same purpose/instance. Under any circumstance, the collective or singular liability of GREX will not exceed a maximum amount of INR 10 Lakhs.

16] General Provisions

16.1] Certain additional terms and conditions are as follows:

- (a) **Login:** It is expressly agreed between the Parties of this Agreement that the entering of his/her login credentials constitutes his/her physical signature. It establishes his/her identity, consent to the operations carried out and attribution of the said operations. The Login Credentials shall not be shared to other persons. However, in case any information viewed by several authorized/unauthorized representatives, relatives, colleagues, on behalf of a single User then it shall be deemed to be accessed by the same person. In the event of non-operation of Account for a specified period which may range upto 90 days subject to policies of GREX, the Account may remain suspended.
- (b) **Severability:** If any of the clauses of this Agreement are declared invalid, illegal or inapplicable by a judicial authority, or by any competent authority, the invalidity of the clause shall not affect the validity of the other clauses and rest of the Agreement shall remain in force.
- (c) **Death:** In the event of death or insolvency or incapacity of the Investor-User, GREX may freeze or conclude the transaction as may be plausible and claim any dues, if any, against the estate of such Investor-User. The nominees, successors, heirs, assignee or any other person on behalf of the Investor-User shall not be entitled to operate the account of the Investor-User on GREX Platform unless express prior approval of GREX obtained.
- (d) **Electronic Mail Communications:** In the course of the use or discontinuance of the GREX Platform, the communications made to GREX 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 Investor-User.
- (e) **Fees:** GREX is entitled to charge annual registration/membership fees and other charges in its whole and sole discretion for GREX Platform. Such fees shall be payable by the Investor-Users in advance and as prescribed by policies of GREX.
- (f) **Rematerialization:** The Investor-User shall undertake to not make a request/claim for rematerialization of securities unless required in exceptional cases which may be requested to GREX and effected only after duly approved by GREX.

17] Intellectual Property Rights and Protection of GREX Platform

17.1] 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 Investor-User to use or in any manner exploit the intellectual property rights of GREX and the usage of GREX Platform shall be in compliance with such approval and policies as may be notified by GREX from time to time. The INVESTOR-USER undertakes not to infringe the intellectual property rights of

GREX in the Process, Policies as well as Software Application, whether directly or indirectly through any third party.

17.2] Copying/Reverse Engineering: The INVESTOR-USER warrants that it shall use the Software Application only for the purposes of availing the benefits of the Platform. The Investor-User shall not use GREX Platform, in any form whatsoever, directly or indirectly, so as to design, realize, distribute or market a similar or equivalent Platform. The Investor-User shall not adapt, modify, transform or rearrange the Software Application of the Platform for any reason whatsoever, including for the purpose, among other things, of creating a new software program or a derivative software program. In particular, but without limitation, the Investor-User undertakes, not to allow unauthorized use of or access to the Software Application of the Platform and not to disassemble, reverse engineer, decompile, decode or attempt to decode the Software Application, or allow the Software Application to be disassembled, reverse engineered, decompiled or decoded, or to in any way override or break down any protection system integrated into the Software Application of the Platform.

18] Entire Agreement

18.1] 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.

18.2] The Investor-User acknowledges and confirms that he/she has not relied on any other party in deciding whether to proceed with the execution of this Agreement.

18.3] Non-compliance or contravention of any clauses of this Agreement or the policies and process of GREX Platform may attract penal action by GREX against the Investor-User.

19] Grievance Redressal

19.1] 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. The non-resident Investor-Users represent and warrant that they shall act in good faith and use their best efforts to ensure compliance with all applicable laws in their home country as well as Indian laws for foreign investment.

19.2] 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.

19.3] 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.

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

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 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 "INVESTOR-USER"

Mr. / Ms. _____

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

I hereby agree to the terms and conditions for the Access to GREX Platform, namely:

- (a) I hereby declare that the details furnished are true and correct to the best of my knowledge and belief and undertake to inform any changes immediately. In case of any information furnished by me is false or untrue or misleading or misrepresenting, I am aware that I may be held liable for the same.
- (b) I confirm of having read/been explained and understood the contents of the Agreement and the procedures.
- (c) I undertake the risk involved for the purposes of taking an investment decision.
- (d) I understand and acknowledge that while GREX does make certain information accessible regarding its PARTICIPANT COMPANIES, it may add on/change from time to time, so I take full responsibility with respect to all transactions and investment decisions.
- (e) I undertake to keep myself abreast with the changes in the various Rules and Regulations of GREX.
- (f) I appreciate the initiative taken by GREX towards creating policies for this Platform, a System which is in the interest of Private Individual Investors in general and for clear and transparent transactions.
- (g) I hereby authorize GREX to carry out all functions required for fulfilling the process of Platform when necessary. I agree and understand that GREX cannot regulate/ensure the correctness of data of Participant Companies on regular basis, and thereby undertake to not make GREX liable in such regards.
- (h) I give up my rights/claims to any re-materialization of any securities that I may have received through GREX Platform, unless required in exceptional cases with prior intimation to GREX.
- (i) I understand that GREX is entitled to charge fees for accessing GREX Platform subject to its Rules and Regulations which may alter with time and circumstances and agree to pay the same.
- (j) I also understand that the updated versions/features/facilities on GREX Platform may carry additional charges subject to its Rules & Regulations and that charges are subject to change and I thereby undertake to pay to be registered with GREX Platform.
- (k) I understand that I may have to discontinue/deregister myself from GREX Platform for non-fulfillment of conditions or disagreement.
- (l) I undertake to not hack the system or data of GREX Platform directly or indirectly through third parties.
- (m) I understand that Consent given to this Agreement, imposes an obligation of good faith in its performance and enforcement by both the parties hereto.
- (n) I acknowledge that the value of the confidential information made accessible on GREX Platform may be unique and therefore impractical or difficult to assess in monetary terms. Accordingly if an actual or threatened violation of this agreement occurs I will consent to the enforcement of this Agreement for providing injunctive relief or specific performance to GREX without proof of actual damage.

Signature: