

AlphaMarket – Digital Advisor Participation Agreement & Risk Disclaimer

Effective Date: Upon acceptance by Advisor during digital onboarding.

By clicking “I Agree” or by proceeding with Advisor registration on AlphaMarket, You (“Advisor”) acknowledge that You have read, understood, and agreed to be bound by this Digital Advisor Participation Agreement (“Agreement”) with Edhaz Financial Services Private Limited, operating the AlphaMarket platform (“AlphaMarket,” “We,” “Us,” or “Our”).

This Agreement is universal and binding on **all SEBI-registered Advisors who use AlphaMarket**. No physical signature is required.

1. Scope & Applicability

1.1. This Agreement governs Your participation on AlphaMarket **solely in respect of clients acquired through the AlphaMarket platform** (“Platform Clients”).

1.2. Nothing in this Agreement applies to or creates any obligation upon AlphaMarket for **clients acquired by You independently and outside the platform**.

1.3. By registering on AlphaMarket, You consent that Your relationship with Platform Clients shall also be subject to this Agreement.

2. Independent Relationship

2.1. You participate in AlphaMarket in Your **independent professional capacity** as a SEBI-registered Research Analyst / Investment Advisor.

2.2. No partnership, agency, employment, or joint venture is created between You and AlphaMarket.

2.3. Platform Clients enter into a **direct contractual relationship with You** under Your own Terms & Conditions (“Advisor T&C”). AlphaMarket is not a party to such contracts.

3. Compliance Responsibility

3.1. You represent and warrant that:

- You hold a **valid SEBI registration**.
- You comply with all applicable SEBI Regulations, Circulars, and Guidelines.
- You are solely responsible for the **accuracy, independence, and integrity** of Your research, advice, model portfolios, or recommendations provided to Platform Clients.

3.2. You shall **not** use AlphaMarket to:

- Offer assured or guaranteed returns.
 - Collect funds for investment.
 - Issue misleading advertisements or claims.
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4. AlphaMarket's Role & Disclaimer

4.1. AlphaMarket functions only as a **technology and compliance facilitation platform**.

4.2. AlphaMarket does not:

- Provide investment advice or research.
- Validate or audit Your recommendations.
- Guarantee performance, returns, or suitability of advice.

4.3. Platform Clients are informed that **responsibility for advice rests solely with the Advisor**.

5. Fees & Refunds

5.1. All fees from Platform Clients must flow through AlphaMarket's payment system (or SEBI's CeFCoM if mandated).

5.2. Refunds to Platform Clients must comply with SEBI rules and AlphaMarket's standardized refund policy.

5.3. AlphaMarket may deduct a **platform service fee** from such payments.

6. Data Protection & Privacy

6.1. Advisors act as **data controllers** for Platform Client data; AlphaMarket is only a **data processor**.

6.2. Advisors are fully responsible for compliance with the **IT Act, 2000** and the **Digital Personal Data Protection Act, 2023 (DPDP Act)**.

6.3. Any misuse, breach, or unauthorized disclosure of Platform Client data by You shall be solely Your liability.

7. Indemnity

You agree to indemnify and hold harmless AlphaMarket, its directors, officers, and employees against any claims, penalties, damages, or liabilities arising from:

- Breach of SEBI regulations or law.
 - Misrepresentation, negligence, or misconduct in providing advice.
 - Platform Client disputes relating to advice, performance, fees, or refunds.
 - Data privacy or security breaches caused by You.
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8. Jurisdiction & Dispute Resolution

8.1. This Agreement is governed by Indian law.

8.2. Any disputes between You and AlphaMarket shall be subject to the exclusive jurisdiction of the **courts of Bangalore, Karnataka**.

8.3. Any disputes between You and Platform Clients shall be resolved as per SEBI regulations and shall **not involve AlphaMarket**.

9. Termination

9.1. AlphaMarket may suspend or terminate Your participation if:

- Your SEBI registration is cancelled/suspended.
- You violate SEBI rules or this Agreement.
- Your conduct harms AlphaMarket's reputation.

9.2. Upon termination, You must immediately cease using AlphaMarket's name, logo, or brand in any manner.

10. Miscellaneous

10.1. This Agreement applies **only to Platform Clients**.

10.2. In case of conflict, this Agreement overrides Your Advisor T&C where AlphaMarket's role is concerned.

10.3. AlphaMarket may amend this Agreement from time to time. Continued use of AlphaMarket constitutes deemed acceptance of such changes.

Binding Effect

By clicking "I Agree" or completing registration on AlphaMarket, You acknowledge and confirm that this Agreement is legally binding and enforceable against You under the **Indian Contract Act, 1872** and the **Information Technology Act, 2000**.