

Investment Advisor Agreement

Between

GREX Alternative Investments Market Private Limited

And

INVESTMENT ADVISOR

THIS AGREEMENT is made on Date: D D / M M / Y Y Y Y ,

BETWEEN

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

Address: #1, Nakshatra Apts, SNo 64/1, Near Vasant Vihar, Baner, Pune MH – 411045

CIN: U74999PN2014PTC151504

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AND

Company Name: _____.

(hereinafter "INVESTMENT ADVISOR" or "IA")

Address: _____.

CIN: _____

PLEASE READ THIS AGREEMENT CAREFULLY and retain it for future reference. Please note that the terms and conditions contained herein are subject to change as may be communicated.

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,
 - a. to create market awareness about GREX and its activities
 - b. to bring “INVESTOR-USERS” on GREX platform and provide them investment advice,
 - c. to participate in market outreach programs and other allied activities with GREX for consideration as decided by and between the Investment Advisor/s and “INVESTOR-USER/s”.
- 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. Educate “INVESTOR-USER” with legal and/or contextual knowledge as well as general risks associated with investment opportunities that may be available on GREX Platform;
 - b. Onboard “INVESTOR-USER” on GREX Platform.
 - c. Recommend its clients to rightfully utilize GREX as an informed investment platform.
 - d. Provide Investment Recommendations to Client “INVESTOR”, if solicited;
- 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.

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2. Definitions

- 2.1 In this Agreement or in practice, unless the context otherwise requires:
 - a. “GREX” means “GREX Alternative Investments Market Private Limited”, a company incorporated in India, 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 (Amendment) Act, 2008 of India.
 Also, GREX is not a Stock Exchange and does not intend to get recognized as a stock exchange under Indian Securities Contracts Regulation Act, 1956, as GREX does not enable any kind of trading and public issue of securities. All available content and information at GREX is legally privileged and restricted for any kind of distribution.
 - b. “GREX ECOSYSTEM” consists of all entities (individuals or other organised bodies (whether incorporated and/or registered or not)) that are (or maybe) associated with GREX and/or GREX Platform directly or indirectly and will include inter-alia Partners, Service Providers, Intermediaries, Affiliates, Agents, Vendors etc.
 - c. “GREX PLATFORM” (Platform) means the innovative technology enabled financial services information sharing and transaction enabling multi-user platform made available through online, web, mobile or any other technology by GREX. GREX may maintain various respective platform for various jurisdictions and/or products and/or channels. The reference to GREX Platform (in this agreement) should mean reference to the appropriate Platform in the right context where the said entity is expected to engage/operate.

- d. "INVESTOR" would mean "INVESTOR-USER/S" and/or any other entity (individuals or other organised bodies (whether incorporated and/or registered or not)) that may be registered with GREX and/or GREX Platform with the objective of making investments, utilizing facilities of GREX and/or GREX Platform as maybe provided to them.
- e. "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 made available through GREX Platform out of their own free will and is/are member/s of the Platform.
- f. "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 and/or agents, depending on the context.
- g. "APPLICATION MONEY" means the funds transferred by the INVESTOR to the Platform of GREX for investing in the Participant Company.
- h. "LIVE" is a state of Participant Companies that are already registered on GREX Platform and can be achieved/accredited only after due eligibility requisites are met and approved so by GREX as per "RULES AND REGULATIONS". After going "LIVE" the companies are allowed certain facilities of GREX Platform and they commit to comply by various "RULES AND REGULATIONS" of GREX Platform as their continued obligation as long as (and in some cases, event after) they remain "LIVE" on the Platform.
- i. "PRIMARY TRANSACTION" (Primary Capital Raise PCR) means the process or part thereof, of subscribing to Securities of the Participant Companies as may be directly issued by the company as fresh issuances, and their transaction may be partly or fully enabled and/or assisted by GREX on its Platform or such transactions held outside the platform.
- j. "SECONDARY TRANSACTION" means the transaction of Securities of a particular Participant Company between the existing "INVESTOR" and/or other Participants on GREX Platform willing to buy such securities.
- k. "CLOSED USER GROUP" means a community of verified and registered users for accessing the GREX Platform.
- l. "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, Sponsor, Participant Companies, etc.).
- 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 advisory body of experienced and qualified persons as per the Bye-Laws of GREX formed in the interest of all

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participants and includes any sub-committee or other bodies established for similar purpose.

- o. "RULES AND REGULATIONS" will be a collective term referring to the Bye-Laws, Guiding Principles, Privacy policies, Terms of Use, Norms and the like, laid down by various bodies who may be authorized to do so.
- p. "SECURITIES" include shares, scrips, stocks, bonds, debentures, debenture stock or other securities, that are generally non-marketable, or 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).
- q. "MATERIAL CHANGES" means information, events or action or knowledge thereof which may have an impact that can be reasonably anticipated (whether accessible or not) on the price/value of the Securities or sentiment of any potential or existing investor (and were pertinent, any other security holder/stakeholder) of a Participant Company or which will result in the buying, selling, redemption, conversion, cancellation, retirement in whole or in part of any securities or may affect the company in ways that can be reasonably anticipated.
- r. "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 (PCR) 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.
- s. "STOCKCHAIN" (or any other name as may be specified) shall be the registry system (based on distributed ledger technology) that is mandated by GREX for its Participant Companies to manage and maintain their Shareholding and other such information. GREX may additionally, alternately and/or optionally mandate any other similar system for the purpose as well and it will have a similar meaning for the purposes of this agreement.

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- 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. Relations with Client "INVESTOR"

- 3.1 Association with Client "INVESTOR": The relation between Investment Advisor & "INVESTOR" will be mutual and GREX will not be / made party to the same at any point in time. Investment Advisor agrees that it will not ask GREX to interfere in the existing or future relations of the Investment Advisor with the Client "INVESTOR".
- 3.2 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 "INVESTORS" 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.

3.3 Termination of Association between Investment Advisor and Client "INVESTOR":

In keeping with the open market philosophy of GREX, it must allow the Investment Advisor as well as the Client "INVESTOR" 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" 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" 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". The Investment Advisor is advised to factor such events in their arrangements with the Client "INVESTOR".

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4. General Obligations and Responsibilities

4.1 The Investment Advisor agrees to following obligations and responsibilities:

- a. Shall give general comments in good faith regarding 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 to 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" 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", 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.

4.2 **Risk Profiling:** The Investment Advisor shall ensure that,

- a. He obtains from the Client "INVESTOR" such information as is necessary for the purpose of giving investment advice, if any.
- b. He has the means and methods for assessing the risk a Client "INVESTOR" 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” is communicated to him after risk assessment is done.

4.3 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. Client “INVESTOR” understands the nature and risks of products or assets suggested for Client “INVESTOR”.

4.4 Disclosures to GREX and/or Client “INVESTOR”:

- 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.
- b. The Investment Advisor shall also disclose a prospective Client “INVESTOR”, all material information about itself including its business, disciplinary history, the terms and conditions on which it offers advisory services (if any), affiliations with other intermediaries and such other information as is necessary to take an informed decision on whether or not to avail its services.
- c. The Investment Adviser shall, while making an investment advice, make adequate disclosure to the Client “INVESTOR” 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.
- d. 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” will result in a profit to him.
- e. No biased behavior: 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”. Neither shall the Investment Advisor represent the same to any person on or outside the Platform.
- f. Death of Client “INVESTOR”: 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” and the Investment Advisor.

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4.5 Insider Trading Restricted: 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.

- 4.6 **Liability in case of default:** An Investment Advisor who contravenes any clauses of this Agreement; or any applicable “RULES AND REGULATIONS” of GREX; or provides such advice to Client “INVESTOR” that lacks good faith; or does fraud, malfeasance, or the violation of any applicable law shall be dealt in a manner as may be deemed fit by GREX.

5. 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”.

- 5.1 Honesty and fairness: An Investment Adviser shall act honestly, fairly and in the best interests of its Client “INVESTOR” and to maintain the integrity of the market of GREX.
- 5.2 Diligence: An Investment Adviser shall act with due skill, care and diligence in the best interests of its Client “INVESTOR” and shall ensure that his advice is offered (if any) after thorough analysis and taking into account available alternatives.
- 5.3 Information to its clients: An Investment Adviser shall make adequate disclosures of relevant material information while dealing with its Client “INVESTOR”.
- 5.4 Fair and reasonable charges: GREX may not interfere in the commercial relationship between the Investment Advisor and respective Client “INVESTOR”. 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” is fair and reasonable.

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6. 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.

- 6.1 Non-association with any Investor-User: No termination of this Agreement shall occur due to non-association of Investment Advisors with any of the “INVESTOR”. 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 AND REGULATIONS” framed for GREX Platform from time to time.
- 6.2 Termination: Termination of this Agreement shall be by a written/electronic Notice delivered by either party within a sufficient reasonable period of at least 30 days. Any services for pending or on-going transactions shall be taken to their logical conclusion to avoid any inconveniences to the participants and members of the Platform.
- 6.3 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.
- 6.4 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”. The Investment Advisor shall be entitled to independently pursue and close its deliberations with the respective Client “INVESTOR” for its commercial/continuing/residual/other interest for any of its past or on-going work/services or any future commitment.

- 6.5 No impact on Investor-Users: Any termination of Investment advisor for whatsoever reasons, would not impact the arrangement, engagement and activities of the Investor-Users brought forth by the respective Investment Advisor, even after the termination is effected. The “INVESTOR” would continue to avail of GREX platform and facilities uninterrupted and without any change.

7. Commercial

- 7.1 GREX may pay the Investment Advisors incentives on the performance parameters generated through the investment done by their Client “INVESTOR” either singularly or in aggregate. Form, nature and structure of incentives may change, including the payment/settlement details, from time to time as per GREX policies. The Investment Advisor confirms that they have received the terms of current commercial incentives and their continued actions confirms their acceptance of the same.
- 7.2 Commercial incentives accrued towards onboarding and activity of any new Investor-users for the first 2 years shall be on the basis of the commercial terms as may be currently applicable when the “INVESTOR” was on-boarded.
- 7.3 The Investment Advisor shall be entitled to the respective commercial incentive pertaining to activities of every new Client “INVESTOR” for the minimum of first 2 years, irrespective of whether the Client “INVESTOR” continues its association with the Investment Advisor or not. Any disassociation after the first 2 years of onboarding of any Client “INVESTOR”, initiated either by the Client “INVESTOR” or the Investment Advisor, shall lead to cessation of all future incentive accruals to the Investment Advisor pertaining to activities of the respective Client “INVESTOR”.
- 7.4 If an Investment Advisor disassociates with an Client “INVESTOR” voluntarily and/or due to any regulation/regulation change, court order or a decree or for any other reason not mentioned herein, then the termination shall lead to cessation of all future incentive accruals pertaining to activities of the respective Client “INVESTOR”. However, the already accrued incentives pertaining to the activities of the respective Client “INVESTOR” shall still be due to be cleared by GREX.
- 7.5 In case there is a termination of services and/or this agreement initiated by GREX for
- 7.6 (a) Due a business decision taken by GREX; (b) Due to non-approval of application to continue as Investment Advisor on GREX or (c) Due to an decree issued by any court or agency of competent jurisdiction against the Investment Advisor; then the Investment Advisor shall be entitled to continue his accrual of incentives and their respective payouts, pertaining to the commitments before the effective date of such events (beyond which the Investment Advisor does not continue to have a valid approval anymore).
- 7.7 In case of any malfeasance, or the violation of any applicable law, GREX will terminate all commercial relationships forthwith. The Investment Advisor understands and agrees that this would mean forfeiture of all accrued incentives/payouts-due as well as Investment Advisor will not have any expectations of future payouts as well.

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- 7.8 In case the Investment Advisor ceases to exist due to winding-up of the company, all such pending payouts and/or accruals shall be forfeited by GREX.
- 7.9 In case the Investment Advisor is involved in a merger and/or acquisition of/by itself and notifies GREX of the same within a reasonable period before it is executed, then the new entity as notified and if so, approved by GREX shall continue to receive all incentive accruals and payouts after the new entity has submitted the requisite documents and made demand for such payments in the right manner to GREX.

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”; 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.

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9. Disclaimer

- 9.1 Association with Client “INVESTOR”: The Investment Advisor acknowledges that the arrangement or agreement between the Client “INVESTOR” 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.

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.

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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 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". 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. Initials here
- 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:

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- *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

Mr. / Ms. _____

Signature with Stamp:

Designation/Role:

Date: __ / __ / ____ (dd/mm/yyyy)

AUTHORIZED SIGNATORY,

COMPANY SEAL

For and on behalf of “ _____<Company Name>_____ ”

AND



Mr. / Ms. _____

Signature with Stamp:

Designation/Role:

Date: __ / __ / ____ (dd/mm/yyyy)

AUTHORIZED SIGNATORY,

COMPANY SEAL

For "GREX", GREX Alternative Investments Market Private Limited

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20. 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. In case of any malfeasance, or the violation of any applicable law, GREX will terminate all commercial relationships forthwith. The Investment Advisor understands and agrees that this would mean forfeiture of all accrued incentives/payouts-due as well as Investment Advisor will not have any expectations of future payouts as well.
- d. Undertakes to keep abreast with the changes in the various "RULES AND REGULATIONS" of GREX.
- e. We agree and undertake to abide by "RULES AND REGULATIONS", Bye-laws, procedure and process of GREX which are in the benefit and in interest of all the participants and members.
- f. We understand that GREX may have to discontinue/de-register the Client "INVESTOR" from GREX Platform for non-fulfillment of conditions or disagreement and any pending dues or claims of the Investment Advisor with such Client "INVESTOR" shall not be the liability of GREX.
- g. We undertake to not disclose the information and details of the Client "INVESTOR" 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.
- h. 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.
- i. We understand that Consent given to this Agreement, imposes an obligation of good faith in its performance and enforcement by both the parties hereto.

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SIGNED AND DELIVERED

Mr. / Ms. _____

Signature with Stamp:

Designation/Role:

Date: __ / __ / ____ (dd/mm/yyyy)

AUTHORIZED SIGNATORY,

COMPANY SEAL

For and on behalf of "____<Company Name>_____"