InBrok (IFSC) Private Limited
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INVESTMENT SERVICES AGREEMENT BETWEEN STOCK BROKER AND CLIENT

This investment services agreement (the "**Agreement**") is made and executed this __th day of ________, 20__ between:

InBrok (IFSC) Private Limited, a body corporate, registered and incorporated under the provisions of the Companies Act, 2013, and having its registered office at GA-06, Ground Floor, Pragya Accelerator, Block No.15, Zone 1, Road No. 11, Processing Area GIFT SEZ, GIFT City, Gandhinagar, India (the "**Stock Broker**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include itself in the capacity of a trading member while trading in the derivatives segment, its executors, administrators and legal representatives for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, on the one part;

and

________________ (the "Client"), being an individual/natural person or a legal person/entity duly constituted under applicable law, as identified in the Client Registration Form (the "Client Registration Form"), which expression shall, unless repugnant to the context or meaning thereof, mean and include, as applicable, the Client, its/his/her successors, heirs, executors, administrators, legal representatives, authorised representatives, permitted assigns and successors in title, as the case may be, on the other part,

For purposes of this Agreement, the term "Client" is intended to cover both individual clients and non-individual/entity clients, including a company, body corporate, LLP, partnership, trust, fund, unincorporated association or other eligible legal person. Where the Client is an entity, this Agreement shall be executed by its duly authorised representative(s), and all references to acts, instructions, representations and obligations of the Client shall include acts, instructions, representations and obligations made or given through such authorised representative(s). The nature and extent of the Client's authority and constitution shall be evidenced through the documents submitted in the Client Registration Form and such further documents as the Stock Broker may require.
jointly referred to as the "**Parties**" and separately as a "**Party**".

WHEREAS the Stock Broker is registered as the Broker Dealer of the NSE IX Stock Exchange with International Financial Services Centre Authority ("**IFSCA**") registration number IFSC/BD/2023-24/0020;

WHEREAS the Client is desirous of investing/trading in shares, options, futures, swaps and other derivatives contracts, units in a collective investment fund, rights to or interests in investments, structured products, government and public financial instruments and such other financial instruments in relation to which the Stock Broker is permitted to offer services ("**Financial Instruments**" or "**Investments**");

WHEREAS the Client has satisfied itself of the capacity of the Stock Broker to deal in Investments and wishes to execute its orders through the Stock Broker, and the Client shall from time to time continue to satisfy itself of such capability of the Stock Broker before executing orders through the Stock Broker;

WHEREAS the Stock Broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the Client and investment objectives relevant to the services to be provided;

WHEREAS the Stock Broker has taken steps and shall take steps to make the Client aware of the precise nature of the Stock Broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the Stock Broker acts; and

NOW, THEREFORE, in consideration of the mutual understanding as set forth in this Agreement, the Parties thereto have agreed to the following terms and conditions:

1. ESTABLISHING A RELATIONSHIP

1.1. This Agreement commences on the day and year first above written and sets forth the terms and conditions pursuant to which the Stock Broker may from time to time provide the Client with certain financial services acting in a broker-dealer capacity.

1.2. The Client agrees to immediately notify the Stock Broker in writing if there is any change in the information in the "Client Registration Form" provided by the Client to the Stock Broker at the time of opening of the account or at any time thereafter.

1.3. The Client is bound to furnish any further documents or rectification of the documents already submitted to the Stock Broker as and when required by the Stock Broker. The Stock Broker is entitled to hold back or suspend the relationship or part or whole of the services offered/provided or to be offered or provided to the Client until documents or rectification as sought by the Stock Broker have been provided to the Stock Broker's satisfaction.

1.4. Unless the Parties hereto agree otherwise, and unless the Client notifies the Stock Broker otherwise in writing, the Stock Broker will assume that the Client is acting as principal and not as agent on behalf of another person. If the Stock Broker becomes aware that the Client is acting as an agent for another person in relation to a particular transaction, then the Stock Broker may, upon its sole discretion, also treat that second person as its client in relation to that transaction and may suspend the transaction unless the second person completes the "Client Registration Form" providing accurate and complete details and documents.

1.5. By entering into this Agreement, the Client agrees and confirms that (i) the Client has read and fully understands and accepts the risks described in this Agreement (including but not limited to risks described in Appendix 2 to this Agreement) and (ii) the Client accepts and agrees that it will not hold the Stock Broker liable for any financial consequences resulting from the Stock Broker entering into a transaction based on the Client's instruction, including any detrimental financial results that may occur as a result thereof. If the Client is in any doubt regarding the meaning or effect of this Agreement or any parts hereof, the Client should not enter into and sign this Agreement and shall seek independent financial, legal or tax advice.

2. NATURE OF SERVICES

2.1. Subject to the Stock Broker's right to refuse to accept the Client's instructions, the Client hereby authorises the Stock Broker to carry out from time to time dealings in

Investments on an execution-only basis, following such execution methods and forms as the Stock Broker may be authorised to adopt from time to time, acting within the scope of its license and applicable law.

2.2. For the purposes of providing services hereunder, the Stock Broker agrees that the money/securities deposited by the Client shall be kept in a separate account, distinct from its own account or account of any other Client and shall not be used by the Stock Broker for itself or for any other Client or for any purpose other than the purposes mentioned in IFSCA Rules and Regulations.

2.3. The account mentioned in clause 2.2 above shall be opened not later than 15 (fifteen) business days as of the effective date of this Agreement. The Client may close its account by providing a request in writing to the Stock Broker. The account will be closed immediately after all Client's assets (including funds) have been transferred/withdrawn from the account in accordance with provisions of this Agreement. If at the date of receipt of Client's request, no assets (including funds) are held on the account, the Stock Broker may close the account immediately at the date of receipt of Client's request. The Stock Broker will provide the Client with information concerning the opening or closing of the account within 3 (three) business days from the date when the account is opened or closed (as applicable) by any means of communication available hereunder.

2.4. Where applicable, the Stock Broker does not pay interest on cash accounts.

3. EXECUTION OF INSTRUCTIONS

3.1. Except where the Stock Broker is following Client's specific instructions, the Stock Broker is obliged to effect transactions according to Client's instructions on a best execution basis, meaning that the Stock Broker shall take reasonable care to determine the best execution available for the specific Investment under the prevailing market conditions and deals at a price and other conditions which are no less advantageous to the Client.

3.2. The Stock Broker shall try to act on instructions received on a business day on the same day that the Stock Broker receives them but its ability to do so may depend upon the time of day that the Stock Broker receives the instruction and the nature of the instruction. Instructions received on a day which is not a business day will be acted upon on the following business day.

3.3. If, having sent an instruction to the Stock Broker, the Client changes its mind and requests that it be cancelled, it will not be possible to do so if the instruction has already been acted upon. If the Client wishes to revoke or cancel an instruction, the Client should contact the Stock Broker as soon as possible, giving relevant details.

3.4. At its sole discretion, the Stock Broker may in certain circumstances refuse to act on instructions and the Stock Broker shall be under no obligation to make further checks, as to the caller's or sender's identity. The Stock Broker may refuse to act upon instructions where (i) the Stock Broker believes or suspects that the instruction may not genuinely have come from the Client or a person authorised by the Client, (ii) the instruction is unclear, relates to an error trade, duplication, or contradicts any other instruction submitted earlier, (iii) the instruction is not in keeping with the way the Client normally uses services hereunder, (iv) acting upon the instructions may involve the Stock Broker in breaking a law, regulation, legal requirement, code of practice or other duty, (v) the instruction may expose the Stock Broker to credit, operational or market risk beyond agreed limits, (vi) the Client has insufficient cleared funds, margin, or securities to meet settlement obligations, (vii) the Client is in breach of any contractual obligation, law, KYC requirement, or any due diligence condition, (viii) the Stock Broker suspects that the instruction is connected with fraud, market abuse, insider trading, or a transaction subject to reporting under the applicable law, (ix) the instruction relates to a product or service the Client is not authorised or eligible to use, (x) a system outage, market disruption, or technical failure prevents proper execution, (xi) the instruction cannot reasonably be executed in the relevant market condition or trading window, (xii) any governmental, regulatory or exchange directive prohibits or restricts execution of the instruction, (xiii) the Client information is incomplete, inaccurate, outdated, or has not been updated in accordance with applicable law; (xiv) the Stock Broker believes or reasonably suspects that acting upon the instruction would result in a breach of any Sanctions (as defined below).

3.5. When the Stock Broker accepts an instruction or executes a transaction for the Client, the Stock Broker may, at its sole discretion, act as broker-dealer or agent unless it is unambiguously clear from the terms of the instruction (and the Stock Broker accepts those terms) or the rules of an applicable exchange that the Stock Broker shall act in a specific capacity. The Stock Broker may arrange for execution of the transaction, at its absolute discretion, through one of its associated firms or any third party broker. If any applicable rules require the Stock Broker to act as Client's agent on an exchange where the Stock Broker cannot act as principal, then the Client undertakes to sign and deliver any additional documents that the Stock Broker needs to do so. The Stock Broker may meet Client's objectives by accessing its own internal sources of liquidity (including, crossing against client order flow, client facilitation, market making or proprietary trading), hereby the Client is providing the Stock Broker with any relevant consent as may be required.

3.6. The Client further authorises the Stock Broker (or any of its nominees or custodians designated by it) to act as nominee holder, bare trustee or subscriber in respect of any Investments (including, without limitation, shares, structured notes, bonds, certificates or other instruments) that are beneficially owned by the Client, and to hold legal title to such Investments in the name of the Stock Broker or its nominee while the Client retains full beneficial ownership and all economic rights and entitlements thereto.

A nominee arrangement between the Stock Broker and the Client has the following implications for the Investments:

- The legal title to the Investments will be registered in the name of the Stock Broker as the Client's nominee. The Client will retain all beneficial/equitable interest in the Investments;
- The Client will not appear on the register of holders of the Financial Instruments. The registered holder will be InBrok (IFSC) Private Limited;

- All distributions, proceeds and other rights relating to the Investments will belong to the Client. The Stock Broker will credit amounts to the Client's account once actually received by the Stock Broker, net of any applicable taxes, withholding or third-party fees;
- The Investments will be held as client assets in accordance with applicable IFSCA rules and regulations and will be properly segregated from the Stock Broker's own assets;
- The Stock Broker will hold the Investments as bare nominee only and acquire no beneficial interest in them;
- Subject to the Financial Instruments' documentation and applicable law, upon the Client's instruction the Stock Broker will arrange re-registration of the Investments to the Client or transfer of the Investments to third parties, and the Client agrees to pay any related fees, charges or taxes.

3.7. The Stock Broker shall not be liable for any loss, expense, cost or liability (including consequential loss) suffered or incurred by the Client as a result of instructions being given, or any other communications being made via the Internet or other electronic media where the person giving the instruction has unauthorized use of the mediums defined by the Client. The Client will be solely responsible for all instructions, and for the accuracy of all information, sent via such electronic media using Client's name or personal identification number which was predefined.

3.8. The Stock Broker shall not be held responsible for delays or inaccuracies in the transmission of any instruction or other information or the execution of instructions due to any cause whatsoever beyond its reasonable control.

3.9. Subject to provisions hereof, the Client shall indemnify the Stock Broker and keep the Stock Broker indemnified against all losses which the Stock Broker may suffer as a result of:

(i) any error in any instruction given by the Client; or

(ii) acting on any instruction which is, or which appears to the Stock Broker acting reasonably to be, from the Client.

3.10. In certain cases, if, after instructions are received, the Stock Broker reasonably believes that it is not in the Client's best interests to act upon such instructions, the Stock Broker may defer acting upon those instructions until it is, in its reasonable opinion under the circumstances, practicable to do so or notify the Client that the Stock Broker is refusing to act upon such instructions. The Stock Broker shall not be liable for any losses resulting from such deferral or refusal.

3.11. Instructions may be passed by the Stock Broker to other intermediate broker(s) (selected at its discretion), necessary to execute the instructions received from the Client. Such persons may not be regulated by IFSCA or equivalent authorities and any instructions may be subject to different terms, conditions and rules. In accordance therewith any IFSCA regulations for the protection of investors may not apply.

3.12. Where relevant, the Stock Broker may aggregate and allocate an instruction of the Client with those of another client or with an order for its own, the effect of the aggregation may operate on some occasions to the Client's disadvantage.

3.13. Upon execution of a transaction and in accordance with applicable laws and regulations the Stock Broker will confirm the details to the Client (which confirmation may be in electronic form and have the same legal effect as if served in written hard copy). All contract notes, confirmations or statements issued by the Stock Broker shall bind the Client unless a detailed objection is received by the Stock Broker within 24 hours of dispatch.

3.14. The instructions issued by an authorised representative, if any, of the Client shall be binding on the Client in accordance with the letter authorizing the said representative to deal on behalf of the said Client.

3.15. Where an exchange cancels trade(s) on its own initiative, all such trades, including the trade(s) done on behalf of the Client, shall be considered cancelled.

4. SETTLEMENT OF TRANSACTIONS

4.1. Settlement of all transactions with or for the Client must be made in accordance with the usual terms for settlement of the appropriate custodian and/or market convention. If either party is required to deliver any asset, they will execute and deliver all necessary documents and give all necessary instructions to procure that all rights, title and interest in the asset will pass to the transferee free from all liens, charges and encumbrances. Delivery and transfer of title will take place in accordance with the requirements applicable to that asset.

4.2. All amounts payable by the Client to the Stock Broker will be payable on pre-payment basis and securities to be delivered by the Client to the Stock Broker will be delivered on pre-delivery basis unless the Stock Broker expressly agrees, or stipulated herein, or in report or confirmation, or applicable rules or market practice require otherwise. However, the Stock Broker may in its commercially reasonable discretion effect settlement with the Client on a net or partial basis. When the Stock Broker acts in a broker-dealer capacity being engaged in riskless principal activity, the Client has to make funds available required to settle transaction and within the limits the Stock Broker may set not later than at a settlement date subject to the rules and regulations of an applicable exchange. For this purpose, all Client's outstanding obligations towards the Stock Broker shall be settled. If the Client fails to pay any sums in respect of any riskless principal transaction, the Stock Broker may take certain actions stated herein.

4.3. The Stock Broker is not obliged to settle any transactions, or account to the Client unless and until the Stock Broker (or its settlement agents) has received all necessary documents, securities or cleared funds. Its obligations to deliver Investments to the Client, or to the Client's account, or to account to the Client for the proceeds of the disposal of Investments, are conditional on prior receipt by the Stock Broker of appropriate documents, or cleared funds, from the Client. If the

Stock Broker is acting as Client's agent, the Stock Broker will pay proceeds of sale or deliver or transfer documents or Investments to the Client or to Client's account only if the Stock Broker has received these from the other party to the transaction.

4.4. All instructions will be given by the Client and executed by the Stock Broker with the understanding that an actual purchase or sale is intended and that it is Client's intention and obligation in every case to deliver assets to cover any and all sales and in the case of purchases to receive and pay for assets, and that the Client will do so upon Stock Broker's demand.

4.5. The Client will indemnify the Stock Broker against any cost, loss, liability, penalty or expense arising from the Client's failure to deliver securities or funds to the Stock Broker or its affiliate when they are due.

4.6. The Stock Broker shall be entitled, without prior notice to the Client or any instruction from the Client, to make the currency conversions necessary, or desirable, for the purposes of fulfilling the Client's transaction. Any such conversion shall normally be made by the Stock Broker at a rate which reflects the size, liquidity and timing of the transaction. Any foreign exchange risk arising from any contract, the Stock Broker or its affiliate compliance with its obligations, or any exercise of its rights under this Agreement shall be borne by the Client.

4.7. The Stock Broker may debit Client's account opened hereunder at its discretion and withdraw or deduct the amount required to meet the Client's payment obligations arising in connection with this Agreement including but not limited to execution of any transactions hereunder, payment of any fees and charges imposed on the Client under this Agreement, and any such withdrawals and deductions will be made in accordance with the provisions of applicable laws and regulations.

4.8. The Stock Broker will not execute any instruction unless there is a sufficient cash balance on the Client's account on the day the transaction is to be effected, provided that the Stock Broker will promptly inform the Client in the event that any instruction cannot be executed for this reason.

4.9. The Stock Broker shall process corporate actions (including dividends on securities, coupons on bonds etc.) in accordance with established market convention. Where there are inconsistencies in market conventions, the Stock Broker reserves the right to apply the convention the Stock Broker considers most appropriate in the circumstances. The Stock Broker shall use reasonable endeavours to provide the Client with information concerning the corporate actions within a reasonable time by any means of communication available hereunder and to act in relation to such corporate actions in accordance with respective Client's instructions, subject to receipt of the relevant information and processing timelines from the relevant third-party broker, custodian or other third party.

4.10. By signing this Agreement, the Client authorizes the Stock Broker to exchange any distributions (including dividends on securities, coupons on bonds, etc.) received by the Stock Broker on the Client's behalf in connection with provision of services hereunder into any currency at its sole discretion at the rate chosen by the Stock

Broker acting reasonably and in good faith and any expenses connected with such an exchange will be borne by the Client.

4.11. The Client agrees to be exclusively responsible for any instruction sent electronically by the Client that is identified with the Client's account number and for any electronic, oral and written instruction to the Stock Broker from persons the Stock Broker in its sole judgment believes are apparently authorised by the Client.

4.12. The Stock Broker may provide the Client with information, generic reports, presentations, marketing material, investment research on the financial instruments, money markets in relation to the Client's Investments and may also provide economic commentary and analysis of a generic nature sourced from its affiliates and group companies and other service providers that is specific to any company / sectors, to suit particular need etc. relating to Investments and services which the Stock Broker considers to be of interest to the Client or which may be requested by the Client. However, the Client shall make decisions only after considering the merits of such a decision, and the Stock Broker shall not be responsible for such decision for any reason whatsoever. If need be, the Client should seek additional information / advice from the Client's advisor with regard to the Investments or services which may interest the Client as each Investment would have separate Investment literature, associated charges and investment risks, etc. The same would also be available in the Investment documentation, brochures, or specified on the website of the Investment manufacturer etc. The Client should conduct the Client's own due diligence on the Investments and services and take an independent decision.

4.13. The information, generic reports, presentations, promotional / marketing material, etc. provided to the Client is intended only for persons to whom the Stock Broker may lawfully promote under IFSCA requirements. The Stock Broker may seek to obtain from the Client such information as is necessary to enable the Stock Broker to conclude whether the promotional/marketing information may be provided to the Client. Information received from the Client in respect to such requests from the Stock Broker will be accepted in good faith and relied upon by the Stock Broker.

4.14. By providing the Client with the promotional / marketing information on Investments, the Stock Broker is not providing any advice or making any recommendation, nor should this information be inferred as a recommendation, to suit the Client's investments needs.

4.15. Detailed information about the Investments such as structure, investment objectives, risks, and any other matters of relevance will be available in the Investment documentation. This may include, but is not limited to, term sheets, placement memorandum, subscription document, prospectus, etc. The Stock Broker makes no warranty as to the accuracy of any such information provided and accepts no liability in respect of any loss suffered by the Client as a consequence of relying on the Investment documentation.

4.16. If the Client is entitled to a refund pursuant to provisions hereof or under the applicable law, the Stock Broker shall perform the Client's instruction for a refund of the amount of funds no later than the business day following the day of receipt of the instruction for a refund, within the amount of funds that the Client has the right to demand from the Stock Broker at the end of the day of the settlement date.

5. REPRESENTATIONS AND OBLIGATIONS OF THE CLIENT

5.1. The Stock Broker declares that it has brought the contents of the Risk Disclosure Document (Appendix 2 to this Agreement) to the notice of the Client and made the Client or, where applicable, the Client's authorised representative, aware of the significance of the said document.

5.2. The Client represents and warrants (which shall be deemed to be repeated every time the Client receives services from the Stock Broker or provides the Stock Broker instructions or information under this Agreement) that:

(i) the Client has full power and authority, as well as all necessary licenses, authorisations, consents and approvals to enter into this Agreement and to request the Stock Broker to provide the Client with its services;

(ii) the Client will not violate any laws or regulations or any agreement or rule by which the Client is bound, by entering into this Agreement;

(iii) the Client is not under any legal disability with respect to, and is not subject to any law or regulation which prevents its performance of this Agreement or any transaction contemplated by this Agreement;

(iv) the Client has read and fully understood all the terms of the Agreement and agrees entirely with them, and the Client has full knowledge and understanding of the English language and has understood and accepted the risks related to the English language in which the Agreement is provided;

(v) the Client has read and fully understood all the risks involved in trading on a stock exchange;

(vi) the Client is not a US/Canada person (that is primarily, but not limited to, a person resident in the US/Canada) and is not acting for a US/Canada person at the time that the Stock Broker provides services to the Client under this Agreement. Further, the Client is required to inform the Stock Broker as soon as its status changes;

(vii) the Client is aware of and agrees with all risks which are connected with investment in Financial Instruments. The Stock Broker shall not be responsible for any losses and/or damages suffered by the Client as a result of the risks associated with Investments, including but not limited to losses resulting from governmental actions, changes in financial market regulations, actions or negligence by custodians or issuers which directly affect the Stock Broker's obligations according to the Agreement or change the cost of securities; no assets (including funds) transferred by the Client to the account opened hereunder originate from any criminal activities;

(viii) investments or other property supplied by the Client are free from any charge, lien, pledge or encumbrance;

(ix) the Client is in compliance with all laws to which the Client is subject to including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements; and

(x) the information provided by the Client to the Stock Broker is true, complete, accurate and not misleading in any material respect.

5.3. The Client further acknowledges and agrees that:

(i) each transaction the Client enters into hereunder is based on the Client's own independent judgement and not on any recommendation or advice provided by the Stock Broker or any of its directors, officers, employees or affiliates, and the Client shall be wholly responsible for all its investment decisions and trades;

(ii) the failure of the Client to understand the risk involved shall not render the Agreement or transaction as void or voidable and the Client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the Client chose to trade;

(iii) the Client is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Stock Broker or an applicable exchange or as may be directed by IFSCA or other financial markets authority from time to time as applicable to the segment(s) in which the Client trades. The Stock Broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Clearing House / Clearing Corporation, IFSCA other relevant financial markets authority or exchange) and the Client shall be obliged to pay such margins within the stipulated time;

(iv) payment of margins by the Client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the Client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate / require.

5.4. The Client agrees to abide by the exposure limits, if any, set by the Stock Broker or by the Clearing Corporation or IFSCA, or other relevant financial markets authority or stock exchange from time to time.

6. OBLIGATIONS OF THE STOCK BROKER

6.1. The Stock Broker agrees that it shall co-operate in redressing grievances of the Client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered / to be delivered or received / to be received by the Client.

6.2. The Stock Broker shall continue to be responsible for replacing bad deliveries of the Client in accordance with applicable "Good & bad delivery norms" even after termination of the Agreement and shall be entitled to recover any loss incurred by it in such connection from the Client.

6.3. The Stock Broker shall ensure due protection to the Client regarding Client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the Client with whom and for whom it may have had transactions in securities.

6.4. The Stock Broker and the Client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.

7. FEES AND CHARGES

7.1. The Client agrees to pay to the Stock Broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Stock Broker renders to the Client as set forth in the Appendix 1 to this Agreement. The Stock Broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and byelaws of IFSCA or other relevant authorised financial markets authority / stock exchange.

7.2. Where the Stock Broker increases or introduces any new charges and makes any amendments to the Appendix 1 hereto, the Stock Broker will notify the Client in accordance with the provisions of this Agreement before they take effect.

7.3. The Client hereby agrees and acknowledges that in addition to the fees set out in the Appendix 1 to the Agreement, the Stock Broker may charge the Client with all costs and expenses reasonably incurred by the Stock Broker, its agents, banks, custodians, clearing systems and other service providers, as well as affiliates and their agents, in connection with the provision of services hereunder, execution or settlement of transactions or instructions, or making relevant payments, conversions, registrations, filings, transfers and deliveries hereunder and the Client hereby agrees and covenants to pay the above fees and compensate the Stock Broker for all such costs and expenses.

7.4. In certain circumstances additional fees not listed in the Appendix 1 hereto payable by the Client may include statement charges, order cancellation charges, account transfer charges, telephone order charges, custodial fees, stump duty or other fees imposed by any state or local authorities, interbank agency, bank, contract, market or other regulatory or self- regulatory organisations arising out of our provision of the services by the Stock Broker.

7.5. Except where expressly stated in the Appendix 1 to the Agreement, all fees, costs and expenses are exclusive of GST and any other applicable taxes (including any present or future tax, levy, impost, duty, charge, assessment or fee of any nature that is imposed by any government or other taxing authority in respect of any payment under this Agreement), if any. The amount of such applicable taxes, if any, shall be stated by the Stock Broker in its appropriate invoice for the payment of the Stock Broker's fees and expenses and shall be paid by the Client in accordance with the provisions of this Agreement.

7.6. Where the Stock Broker holds or controls assets (including funds) of the Client, the Stock Broker may debit the relevant Client's account to pay any fees, costs and expenses due to the Stock Broker hereunder. If the amount of funds in such an account is insufficient or in case the Stock Broker does not hold or control Client's assets, the Stock Broker's fees, costs and expenses shall be paid by the Client upon the receipt by the Client of an appropriate invoice from the Stock Broker within 10 (ten) business days according to payment instructions in the invoice or the Client shall credit the relevant account as requested by the Stock Broker.

7.7. The Stock Broker may, at its sole discretion and without providing any specific reason therefor, on a case by case basis reduce the amount of or waive any fees and charges imposed on and payable by the Client as provided under this Agreement.

7.8. The Stock Broker may, at its sole discretion, accept and retain for its own account and benefit, any profit, rebate, commission, fee, benefit, discount and/or other advantage arising out of or in connection with any services provided hereunder, receive and keep remuneration from, or share charges with a third party, including our affiliates, in connection with the provision of services hereunder, to the fullest extent permitted under applicable laws. Details of such remuneration or sharing arrangements (to the extent possible under and in compliance with the provisions of any applicable agreements, laws and regulations) will be made available to the Client upon its separate request.

7.9. Upon becoming aware of any errors or inaccuracies in calculation and/or withdrawal of any fees and charges payable to the Stock Broker under this Agreement, the Stock Broker reserves the right, at its sole discretion and without Client's prior consent, to make any necessary corrections (including reversal, cancellation, etc.) to such erroneous calculation and/or withdrawal. If the Client has received any assets (including funds) from the Stock Broker in connection with or as a result of the erroneous calculation and/or withdrawal in excess of the amount due to the Client, the latter agrees that those assets shall be returned to the Stock Broker without delay. In the absence of the Stock Broker's fraud, wilful default or negligence, the Stock Broker will not be liable to the Client for any loss, cost, claim, demand or expense resulting from or in relation to the erroneous calculation and/or withdrawal of fees and charges.

8. TRANSFER TO AND WITHDRAWAL FROM THE ACCOUNT

8.1. The Stock Broker reserves the right not to accept certain assets to the Client's account at its own discretion and shall bear no liability with this respect. In case the Stock Broker decides not to accept certain assets that the Client wishes to transfer to the Client's account, the Stock Broker will inform the Client thereof within 10 (ten) business days as of the day the Stock Broker receives information regarding the assets the Client wishes to transfer.

8.2. The Stock Broker shall be entitled not to accept any transfers of assets (including funds) from any accounts opened directly or indirectly with the banks and/or other financial institutions established in Belarus, Iran, Myanmar, Northern Cyprus, North Korea, Ukraine or from any banks and/or other financial institutions with respect to which Sanctions were imposed by the United Nations, U.S. and/or the United Kingdom, the European Union, and/or the Member States of the European Union and/or other eligible authorities on Sanctions and no special notice from us is required in such a case.

8.3. The Client may from time to time decide that he wishes to withdraw/transfer a particular asset from its account. To the extent there are sufficient assets/funds required in the account (after taking into account any commitments made by the Stock Broker on the Client's behalf as at that time and any outstanding obligations), the Client may instruct the Stock Broker to withdraw/transfer such assets/funds. For the avoidance of any doubt any withdrawals can be made only after all fees, commissions, charges and any other applicable payments have been made/paid.

8.4. The Stock Broker will execute the relevant withdrawal or transfer requested by the Client only after receipt from the Client of the details of the account to which such withdrawal/transfer is to be made. The Client hereby confirms its understanding and agrees that due to statutory, regulatory or any other restrictions and/or Sanctions applicable to banks and/or other financial institutions there may be restrictions regarding the withdrawal/transfer of Client's assets, it may be not possible to withdraw/transfer relevant assets or it may take longer time to withdrawal/transfer such assets to the account opened with such banks and/or other financial institutions, and this will not be treated as breach of any of the Stock Broker's obligations to withdraw/transfer assets (this shall also be applicable in case of termination of the Agreement).

8.5. When withdrawing any assets the Client shall take into account that the balance remaining on the Client's account shall be sufficient to cover any present or future, actual or contingent or prospective obligations, including but not limited to taxes to be levied in accordance with the applicable legislation, fees, charges, costs and expenses of the Stock Broker to be reimbursed, any remuneration of third parties for the services provided under this Agreement or transactions executed as of the date of the withdrawal.

8.6. The Client hereby confirms its understanding and agrees that due to nature of some assets (including but not limited to sanction affected and illiquid assets) there may be restrictions regarding the transfer/sell of particular assets, it may be not possible to transfer/sell relevant assets or it may take longer time to transfer/withdraw/sell such assets, and this will not be treated as breach of any of the Stock Broker's obligations to transfer/withdraw/sell assets (this shall also be applicable in case of termination of the Agreement).

8.7. Upon becoming aware of any errors or inaccuracies in withdrawal/transfer of assets (including funds) from the Client's account (including but not limited to duplicated withdrawal, debit of excessive or insufficient funds, etc.), the Stock Broker reserves the right, at its sole discretion and without Client's prior consent, to make any necessary corrections (including reversal, cancellation, etc.) to such erroneous withdrawal/transfer. If the Client has received any assets (including funds) from the Stock Broker in connection with or as a result of the erroneous withdrawal/transfer in excess of the amount due to the Stock Broker, the Client agrees that those assets shall be returned to the Stock Broker without delay. In the absence of the Stock

Broker's fraud, wilful default or negligence, the Stock Broker will not be liable to the Client for any loss, cost, claim, demand or expense resulting from or in relation to the erroneous withdrawal/transfer of such assets.

9. REPORTING

9.1. The Stock Broker agrees to inform the Client and keep the Client apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the Client to comply with such schedules/procedures of the relevant stock exchange.

9.2. Unless otherwise agreed by the Parties in writing, monthly or upon the Client's request the Stock Broker will provide to the Client statements of account. In case the Client makes such a request, statements will be provided within 14 (fourteen) calendar days as of the date the Stock Broker receives the Client's request.

9.3. The Stock Broker reserves the right to delegate the performance of obligations related to preparation of statements indicated in clause 9.2 above to third parties which provide the relevant services. The Stock Broker remains responsible for the accuracy of the statements.

9.4. Statements indicated in clause 9.2 above will be transferred to the Client using the email address and/or other details as indicated in Client Registration Form.

9.5. Any confirmation, account or other statement which the Stock Broker gives in writing, will, in the absence of manifest error, be deemed correct, conclusive and binding on the Client, if not objected by the Client in writing within 30 (thirty) calendar days of dispatch by the Stock Broker.

9.6. If the Client has failed to raise an objection due to lack of understanding (e.g. interpretation of the investment policy and losses from fluctuations of foreign exchange rates, interest rates, and so on), the entire burden of liability shall be borne by the Client.

9.7. Notwithstanding the provisions of clauses Error: Reference source not found –9.6, the Stock Broker shall provide the Client with a written etrade confirmation no later than the next business day following its execution.

10. COMMUNICATIONS

10.1. Any written statutory and contractual communication resulting from the Client agreeing to be bound by this Agreement will be considered as validly carried out, by the Client to the Stock Broker to the latter's corporate address (including e-mail address), and by the Stock Broker to the Client in accordance with the information about the Client provided in the Client Registration Form (as updated from time to time) and/or by publishing relevant information or documents on its official website. The Client undertakes to review the Stock Broker's official website on a regular basis, including the Stock Broker's Investor Charter and the Stock Broker's Conflict of Interest Disclosure.

10.2. The Client will communicate with the Stock Broker in English and all standard documents will be available in English. If any documentation or communication is required by the Client in any other language, the Client is solely responsible for translating any communications into a language other than English. If a document is translated into any other language, this will be for informative purposes only and the English version shall prevail.

10.3. The Client may communicate its instructions to the Stock Broker in writing only through electronic mail (a scanned copy of duly executed instruction shall be provided by the Client), to the address indicated by the Stock Broker. The Stock Broker reserves the right to request a delivery of the original by post or courier at its sole discretion. The Stock Broker also reserves the right to request written or an oral confirmation by phone of Client’s instructions at any time. The Client will promptly confirm instructions at the Stock Broker’s request. It is understood that the Stock Broker is not obliged to await such confirmation before executing the instructions it receives. The Stock Broker is under no obligation to request written or oral confirmation and shall not be liable in respect of the absence of confirmation or a discrepancy between an executed transaction and the written or oral confirmation.

10.4. The Client takes the full risk linked to the execution of its instructions. The Client also takes the risk linked to error or frauds in the transmission of these instructions.

10.5. Moreover, the Client releases the Stock Broker from any liability for any loss, misunderstanding, deterioration, duplication, error, delay or non-execution of an instruction of the Client that occurred because of a defective transmission, or an unavailability of the transmission means used by the Client or the Stock Broker or the requirement of an instruction to be in writing. The Client agrees and acknowledges that the use of electronic mail involves considerable risks, such as lack of confidentiality, falsification of the content and/or identity of the sender, as well as transmission errors, any damage resulting therefrom is the Client’s responsibility.

10.6. The Stock Broker will not be liable for any damages incurred in connection with the loss, theft, corruption, alteration or disclosure of any emails, or any other electronic messages or communications (including by the submission of forms made available electronically) between the Stock Broker and the Client. The damage resulting from a failure of legitimation or undetected forgery is the Client’s responsibility, except to the extent that such damage arises from the Stock Broker’s gross negligence or willful misconduct.

10.7. All communications will only be deemed to be validly given or served by the Client when received by the Stock Broker. Communications are considered to have been received, on receipt, when they are received during business hours of the Stock Broker, or at the start of the next business day, when they are received outside business hours.

10.8. The Client hereby acknowledges and accepts that any future written correspondence, (i.e. emails, scanned copy of the original documents forwarded by electronic mail) shall be sufficient evidence to determine the Client’s expressed will in the event of controversy between the Client and the Stock Broker including the resolution of disputes in competent court, in accordance with applicable law.

10.9. References to a communication, instruction, notice, or other document 'in writing', unless stated otherwise, include communications made through any electronic system which is capable of reproducing such communication in hard copy form, including e-mail. Expressions related to writing must be interpreted accordingly.

10.10. Any notice or other communication in respect of this Agreement will be deemed received as indicated if sent by electronic messaging system, including by e-mail, on the date it is sent provided the sender does not receive an automated message that the email has not been delivered.

11. CONFIDENTIALITY AND DATA PROTECTION

11.1. Subject to clause 11.2 hereof, the Stock Broker hereby undertakes to maintain the details of the Client as mentioned in the Client Registration Form or any other information pertaining to the Client in confidence and that it shall not disclose the same to any person / authority except as required under any law / regulatory requirements; provided, however, that the Stock Broker may so disclose information about its relationship with the Client to any person or authority with the express permission of the Client.

11.2. The Client hereby expressly consents that the Stock Broker may collect, process, transfer and disclose Client’s information indicated in clause 11.1 above to the following persons:

(i) affiliated companies within the Stock Broker’s group (including their employees, directors and shareholders) who are under a duty of confidentiality to the Stock Broker;

(ii) any court or tribunal or regulatory, supervisory, tax or other governmental or quasi-governmental authority where the Stock Broker is or may be required by applicable law, any applicable FATCA/CRS obligations (or any similar obligations) insofar as they may apply to the Stock Broker, any applicable agreement with tax authorities, or its own policies;

(iii) any party for the purpose of enforcing or preserving the Stock Broker’s rights against the Client, such as where there are any proceedings brought by the Stock Broker against the Client or vice versa, or by any third party against the Client or the Stock Broker in respect of any services offered by the Stock Broker to the Client;

(iv) any party pursuant to the Stock Broker’s internal operational requirements (including risk management, system or product development and planning, audit and administrative purposes);

(v) other third parties with the consent of the Client if the disclosure is necessary for performance of this Agreement without any compensation due to the Client.

11.3. Any transfer of the Client’s information pursuant to this clause 11 may, from time to time, involve transferring the Client’s information outside of Gift City to a jurisdiction that does not provide the same level of data protection as Gift City, and the Client consents to any such transfer.

11.4. The Client agrees to keep confidential, and not to disclose to any person or otherwise make use of, any information concerning this Agreement, which is not public, including any agreed fee arrangements, commissions paid, advice and investment strategies, unless the disclosure is required by applicable law or the Client has obtained the Stock Broker's prior written consent.

12. TAXATION, LEGAL AND ACCOUNTING ISSUES

12.1. In relation to the services to be provided hereunder the Stock Broker will not be responsible for ensuring that the Client does not suffer any adverse tax consequences as a result of receiving such services. The Stock Broker is not responsible for, nor will provide the Client with tax, legal or accounting advice and the Client should consult its own tax, legal or accounting advisers in relation to its affairs as may be applicable.

12.2. The Client is responsible for payment of all taxes (local or foreign) that may arise in respect of any transaction or other matter that is the subject of this Agreement, whether under current or changed law or practice. The Stock Broker shall not be responsible for notifying the Client of any change in tax law or practice.

13. LIABILITY FOR LOSS AND INDEMNITIES

13.1. Neither the Stock Broker nor any person connected with the Stock Broker nor any of its agents shall be under any liability whatsoever for any loss or damage sustained by the Client as a result of or in connection with the services to which this Agreement applies and the provisions of this Agreement except insofar as and then only to the extent that such direct loss or damage is caused by the Stock Broker's gross negligence or willful default or fraud. Without prejudice to the generality of, but subject to, the foregoing the Stock Broker does not accept liability for any adverse tax consequences which may arise as a result of the purchase, retention or disposal of Investment by the Client.

13.2. The Stock Broker shall not in any event be liable to the Client (or anyone claiming through the Client) for indirect, special, moral or consequential loss or damages, costs, expenses, or other claims (caused by negligence or otherwise), missed opportunities, loss of profits, loss of revenue, loss of business, loss of goodwill, loss of opportunity or loss of anticipated savings, howsoever arising, the Stock Broker shall not be liable for any loss of opportunity whereby the value of the Client's securities may have been increased nor for any reduction in the value of the Client's securities as a result of market movements. The Stock Broker's entire liability in connection with this Agreement shall not exceed the amount of fees payable for the processing of the applicable transaction in question.

13.3. The Stock Broker shall not be liable to the Client or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any obligations in relation to the services provided by the Stock Broker, if the delay or failure was due to any cause beyond its reasonable control.

13.4. The Stock Broker shall not be liable or responsible for any act or omission on the part of any third-party service provider acting as custodian and/or sub-custodian or their personnel or agents, nor for any loss the Client may suffer as a result of their insolvency. However, the Stock Broker will use reasonable efforts to ensure that such a third party segregates such investments from its proprietary investments and records in its books and records that such investments do not belong beneficially to it.

13.5. Neither the Stock Broker nor any of its affiliates shall be liable or responsible for any partial performance or non-performance of their obligations hereunder, any loss or damage resulting from any causes beyond their reasonable control including without limitation acts of God, war, government action, civil commotion, fire, earthquake, terrorist attacks, any breakdown, delay, malfunction or failure of transmission, communication or computer facilities or industrial action, acts and regulations of any governmental or supra national bodies or authorities or the failure by the third-party provider, a broker, agent, dealer, counterparty, trading venue, clearing house, custodian, sub-custodian, depositary or regulatory or self-regulatory organization, for any reason, to perform its obligations.

13.6. The Client further acknowledges and agrees that the Stock Broker shall not be liable for any losses, delays, or inability to perform any obligations under any transaction if such performance is restricted or prevented as a result of the application of any economic or financial sanctions, trade embargoes or other similar prohibitions or restrictions on activity pursuant to any laws, regulations, orders or licenses imposed, administered or enforced from time to time by a sanctions authority, including, without limitation, those imposed, administered or enforced by the United Nations Security Council, the European Union and the Member States of the European Union, United States of America (including the US Department of Treasury Office of Foreign Assets Control and the US State Department), the United Kingdom (including HM Treasury Office of Financial Sanctions Implementation), United Arab Emirates, or any other relevant regulatory/sanctions authority (collectively, "Sanctions").

13.7. The Client acknowledges and accepts that, in the event that Sanctions are imposed against, or otherwise apply to, the Stock Broker, there is a risk that the securities or other assets delivered or to be delivered under any transaction may be frozen, blocked, seized, confiscated or otherwise rendered inaccessible or non-transferable. To the fullest extent permitted by applicable law, the Client bears all associated risks, including the risk of loss of access to such assets, agrees that the Stock Broker shall have no liability and no obligation to replace or compensate for such assets, and waives any claim against the Stock Broker in connection therewith, except to the extent that any losses are directly caused by the Stock Broker's gross negligence, fraud or wilful misconduct. The Stock Broker may, where lawful and practicable, use reasonable efforts to pursue permitted remedial actions, but shall not be obliged to take any action that would breach applicable laws, regulations or Sanctions.

13.8. The Stock Broker reserves the right, acting in good faith, at any time, in its sole discretion and without any liability to the Client, to suspend, refuse to execute, delay, block or cancel any transaction (or any part thereof) or any related instruction, to suspend the Client's account, or to defer settlement, if the Stock

Broker determines or reasonably suspects that the respective transaction, the securities or the funds may be, or may become in breach of any applicable Sanctions, export-control, anti-money laundering/counter-terrorist financing, anti-bribery/anti-corruption or anti-boycott laws, regulations, orders, licenses or regulatory guidance, or any court orders. The Stock Broker may request, and the Client shall promptly provide such information and documents as the Stock Broker considers necessary to complete its screening and compliance checks.

13.9. To the fullest extent permitted by applicable law, the Stock Broker shall have no liability to the Client for any damages, losses, costs, expenses, delays arising out of or in connection with any action taken under clauses 13.6 and 13.7, and the Client shall be responsible for all reasonable costs, charges, fees, taxes and expenses incurred by the Stock Broker in consequence thereof.

13.10. Where required or permitted by applicable law, the Stock Broker may make any notification, filing, report or disclosure to any competent authority, regulator, self-regulatory organisation or law-enforcement agency. The Stock Broker shall not be obliged to disclose to the Client the fact of any such action, the information provided, or the basis of the Stock Broker's determination where such disclosure would be unlawful, prohibited or contrary to any applicable laws, regulations or Sanctions. Any action taken by the Stock Broker in good faith under this clause shall not constitute a breach of confidentiality and shall not give rise to any liability to the Client.

13.11. The Client agrees to indemnify and hold harmless the Stock Broker and its affiliates, the respective directors, officers, agents and employees of the Stock Broker and its affiliates (collectively with the Stock Broker the "**Indemnified Persons**") and all Indemnified Persons fully and effectively indemnified (whether before or after termination of the Agreement) from and against any and all losses, proceedings, claims, damages or liabilities (or actions in respect thereof) related to or arising out of the services provided by an Indemnified Person in connection with this Agreement, including but not limited to (i) as a result of the Indemnified Person making a payment of an amount which the Indemnified Person determines (in its sole discretion) was made in error, (ii) arising from the Indemnified Person enforcing its rights under the Agreement, acting (or omitting to act) in reliance on communications received from or actions carried out by the Client or taking other action contemplated by this Agreement, (iii) as a result of any investigation, action, litigation or proceeding by or involving any government agency, regulatory or self-regulatory authority, counterparty or other third party with respect to the services provided by the Indemnified Person. The provisions of this indemnity clause shall remain operative and in full force and effect regardless of any termination or completion or expiration of the Agreement.

13.12. Nothing contained in this Agreement shall exclude or restrict any duty or liability which the Stock Broker may have under the applicable law, which may not be excluded or restricted.

14. RECORDING

14.1. The Client hereby acknowledges and agrees that any telephone calls made between the Stock Broker, its agents or representatives, or the Client or its agents or representatives or any third parties may be recorded by the Stock Broker. The Stock Broker's records of all communications, commitments, notices or requests given by the Client or its agents or representatives or any third parties by telephone shall be conclusive proof thereof and such records shall be the Stock Broker's sole property. The Stock Broker may rely and act on commitments, notices or requests without any receipt of written confirmation.

14.2. For the purpose of provision of services hereunder, please note that the Stock Broker is obliged to record all related communications irrespective of their form or the fact that it leads or not to the provision of services. Hereby the Client provides its consent to the recording of its communications with the Stock Broker, either these are in written form or through phone. Communications on non-recorded mediums, such as employees' personal phones or emails, will not be accepted and the Stock Broker will deny providing any services subject to these means of communication.

15. DEFAULT

15.1. Without prejudice to the Stock Broker's other rights (including the right to refer a matter to arbitration), the Stock Broker shall be entitled to (i) liquidate / close out all or any of the Client's positions for non-payment of margins or other amounts, outstanding debts or any liabilities which the Client has incurred to the Stock Broker, or which the Stock Broker may have incurred on Client's behalf or to comply with any obligations under this Agreement and (ii) adjust the proceeds of such liquidation / close out, if any, against the Client's liabilities / obligations. Any and all losses and financial charges on account of such liquidation / closing-out shall be charged to and borne by the Client.

15.2. The Stock Broker shall be also entitled to sell any investments bought on Client's behalf but for which the Client has not paid on or before the relevant settlement day, and take any other steps (whether or not similar to the above) the Stock Broker may consider to be necessary to meet any obligations which the Client has to comply with under this Agreement, or otherwise to protect the Stock Broker's position.

15.3. The Client agrees to immediately furnish information to the Stock Broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order, decree or award is passed against the Client, or if any litigation which may have a material bearing on the Client's capacity has been filed against the Client.

15.4. In the event of death or insolvency of the Client or it otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the Client has ordered to be bought or sold, the Stock Broker may close out the transaction of the Client and claim losses, if any, against the estate of the Client. The Client or its successors, heirs and assigns shall be entitled to any surplus which may result there from.

15.5. Where it is required by applicable law or exchange regulations, information about default in payment/delivery and related aspects by a Client shall be brought to the notice of the relevant stock exchange(s), and, in case the defaulting Client is a corporate entity, partnership, LLP, proprietary firm, trust, fund or any other legal or artificial person, the name(s) of the relevant director(s), promoter(s), partner(s), proprietor, trustee(s), authorised representative(s) or other responsible person(s), as applicable, may also be communicated to the relevant stock exchange(s) to the extent required under applicable law.

16. APPLICABLE LAW AND PLACE OF JURISDICTION

16.1. This Agreement between the Stock Broker and the Client shall be governed by and construed in accordance with the laws of India (without regard to its conflicts of laws principles) applicable to companies registered in Gift City, including any legislation, rules and regulations established by Gujarat International Finance Tec-City Authority, and International Financial Services Centre Authority.

16.2. The Stock Broker and the Client declare and agree that the transactions executed on any exchange are subject to rules, byelaws, regulations and circulars issued by that exchange.

16.3. Any action or proceeding relating in any way to this Agreement will be settled by final and binding arbitration to be conducted by an arbitration in the Singapore International Arbitration Centre (“SIAC”) pursuant to the SIAC Arbitration Rules (as amended from time to time), which rules are deemed incorporated by reference into this clause 16.

16.4. For purposes of arbitration proceedings commenced pursuant to this clause 16: (i) the number of arbitrators is three; (ii) the seat and place of arbitration is Singapore; and (iii) the language used in the arbitral proceedings must be English.

16.5. The Parties hereby acknowledge and agree that they: (i) will submit to the non-exclusive jurisdiction of the courts of India for the purpose of ratifying an award made pursuant to arbitration proceedings conducted in accordance with this clause 16, (ii) will not challenge any arbitral award made pursuant to arbitration proceedings conducted in accordance with this clause 16 and (iii) will not object to or challenge any application to enforce an arbitral award made pursuant to arbitration proceedings conducted in accordance with this clause 16 in any court, and it will submit to the jurisdiction of that court for the purpose of enforcement proceedings.

16.6. Notwithstanding the foregoing, the Parties agree that any of them may seek interim measures including injunctive relief in relation to the provisions of this Agreement or the Parties’ performance of it from any court of competent jurisdiction.

17. FORCE MAJEURE

17.1. The Stock Broker shall not, in the absence of fraud, negligence and willful default, be in breach of our obligations under this Agreement if in its reasonable opinion, there is any total or partial failure of performance of its duties and obligations occasioned by any force majeure event including any act of God, fire, act of government or state (including but not limited to imposition of Sanctions being unforeseen circumstances that make performance of duties and obligations hereunder impossible), act or acts of terrorism, war, civil commotion, insurrection, embargo, inability to communicate with the market or market participants for whatever reason, failure of any computer dealing or settlement system, prevention from, interruption or hindrance in obtaining any energy or other supplies, interruption of power supply or electronic, communication or information system, labour disputes of whatever nature or late or mistaken delivery or payment by any bank or counterparty or any other reason (whether or not similar in kind to any of the above) beyond its control, the Stock Broker shall not be liable or have any responsibility of any kind for any loss of damage thereby incurred or suffered by the Client.

18. AMENDMENT AND TERMINATION

18.1. This Agreement can be altered, amended and/or modified by the Parties mutually in writing. Provided, however, if the rights and obligations of the Parties hereto are altered by virtue of change in Rules and regulations of IFSCA, other relevant financial markets authority or byelaws, rules and regulations of the relevant stock exchange governing the services provided and activities performed under this Agreement, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the Parties.

18.2. No amendment to this Agreement will have effect unless issued or agreed by the Stock Broker in writing. The Client consents to and acknowledges that any subsequent amendment(s) to this Agreement may be made at the Stock Broker’s sole discretion upon prior written notice to the Client or upon publishing such a notice of amendments, which are of general nature, on the official website of the Stock Broker. Unless otherwise prohibited by applicable laws or regulations, any amendment(s) to this Agreement made in accordance with this clause will take effect on the next business day following the date of the amendment notice sent to the Client or published on the official website of the Stock Broker. Such amendment(s) will be deemed accepted by the Client if the Client continues to use services provided by the Stock Broker hereunder. The Client hereby undertakes to review the official Stock Broker’s website on a regular basis.

18.3. This Agreement does not have a fixed duration and will continue for an indefinite period, unless terminated in accordance with the provisions hereof.

18.4. This agreement shall forthwith terminate: if the Stock Broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the Stock Broker's default, death, resignation or expulsion or if the certificate issued by the IFSCA is cancelled.

18.5. The Stock Broker may terminate this Agreement with immediate effect by giving the Client a written notice (including by email) indicating the date of termination upon any of the following:

(i) any protest in writing being made by the Client in connection with amendments made to the Agreement;

(ii) the Client failing to meet the Stock Broker's due diligence requirements including, but not limited to Anti-Money Laundering Requirements;

(iii) if the Stock Broker reasonably suspects that the Client has given the Stock Broker false information; or the Stock Broker suspects that Client's account is being used for an illegal purpose; or the Stock Broker is ordered to by a court or authority or regulator of competent jurisdiction; or the Client is not entitled to enter into this Agreement;

(iv) if the Client is in breach of any material term in the Agreement;

(v) if the Client is unable to pay its debts as they become due or the Clients undergoes or suffers an insolvency process, or any analogous process affects the Client or its property assets anywhere in the world;

(vi) if any action is taken or threatened against the Client in respect of the voluntary winding up, insolvency or any process analogous thereto;

(vii) if any warranty made or deemed to be repeated by the Client is incorrect or misleading when made or deemed to be repeated;

(viii) in other cases in accordance with the provisions of applicable laws and regulations.

18.6. The Stock Broker and the Client shall be entitled to terminate this Agreement without giving any reasons to the other Party, without penalty, after giving notice in writing notice (including by email) of not less than 1 (one) month to the other Party, with termination taking effect (i) at the later of the date of such notice receipt/deemed receipt by the Client or a date indicated in such a notice if the notice is submitted by the Stock Broker, or (ii) 1 (one) month after the date of receipt of such notice by the Stock Broker if the notice is submitted by the Client. Notwithstanding any such termination, all rights, liabilities and obligations of each Party arising out of or in respect of transactions entered into prior to the termination of this Agreement shall continue to subsist and vest in / be binding on the respective Party or its respective heirs, executors, administrators, legal representatives or successors, as the case may be. In the circumstances where the Stock Broker is required to terminate this Agreement for compliance reasons, such termination shall be considered to have immediate effect, for which relevant intimation shall be submitted to the Client.

18.7. In addition to the specific rights set out in this Agreement, the Stock Broker and the Client shall be entitled to exercise any other rights which the Stock Broker or the Client may have under the rules, byelaws and regulations or circulars of the relevant exchange, as well as under rules and regulations of IFSCA or any other applicable financial markets authority.

18.8. This Agreement is not automatically terminated upon the Client's bankruptcy, death, incapacity or other event affecting its ability to act. The Stock Broker has established procedures for the continuation or orderly closure of the Client's business in such event(s). The Agreement will continue until the Stock Broker has received a written revocation or termination from a person appropriately authorised to act on the Client's behalf, which may include, as applicable, the Client's heirs, executors, administrators, legal representatives, directors, partners, trustees or other duly authorised representatives ("Authorised Persons"). Where several Authorised Persons exist, the Stock Broker may require them to designate a representative or proxy. The Stock Broker may demand evidence that any such person is appropriately authorised to act in that capacity and shall not be bound to act on instructions from an Authorised Person until satisfactory proof of authority has been provided.

18.9. Notwithstanding clause 18.8 above, the Stock Broker may terminate this Agreement (including any verbal or written instructions in connection with this Agreement) immediately upon becoming aware of the Client's bankruptcy, death, incapacity, dissolution, winding-up or any other event that, in the Stock Broker's reasonable opinion, materially affects the Client's legal capacity or authority to continue under this Agreement.

18.10. The Stock Broker may assign, novate and/or otherwise transfer all or any of its rights (in whole or in part) and/or obligations under this Agreement (subject to limitations set out in any relevant applicable legislation) to any third party, including any affiliates (among others). The Client hereby consents to any such assignment, novation or other transfer.

19. MISCELLANEOUS

19.1. This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

19.2. This Agreement may be executed and delivered by exchange of signed counterparts via email using the contact details of the Parties with an obligation to send the duly signed originals in hard copy by post not later than 3 (three) business days as of the date of this Agreement.

19.3. Invalidity of a clause / provision hereof shall not affect the validity of all the remaining clauses / provisions. Should a clause / provision prove to be invalid, the Stock Broker shall replace it with a new form of words, to the maximum extent possible resembling the previous clause / provision by its legal and economic purport.

19.4. This Agreement cancels and supersedes any other terms of business agreed by the Parties prior to this Agreement on the same subject matter.

19.5. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in IFSCA Rules and Regulations.

19.6. In this Agreement the following general rules of interpretation shall apply unless the context otherwise requires: a reference to one gender shall include all genders; the singular shall include the plural and vice versa; references to a person or Client shall include an individual/natural person and, where applicable, any body corporate, company, LLP, partnership, trust, fund, unincorporated association or other legal or artificial person; and references to a Client shall, where applicable, include its authorised representative(s), successors, heirs, executors, administrators, legal representatives and permitted assigns.

19.7. The provisions of this Agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by IFSCA and, where applicable rules and regulations of other relevant financial markets authority and rules, regulations and byelaws of the relevant stock exchange that may be in force from time to time.

19.8. The contact details for the Stock Broker are indicated below and for the Client are indicated in the Client Registration Form as updated from time to time.

The Stock Broker

Telephone	Email
+91 97120 02883	info@inbrok.in

Address

Cabin No. 04-22, Fourth Floor, FLEXONE, Building No. 15C2, Block 15, Road 1C, Zone 1, GIFT SEZ, GIFT City, Gandhinagar – 382050, Gujarat

19.9. The Client agrees that the Stock Broker can communicate with the Client by telephone, e-mail and by other means of communication as described in the Agreement using the details set out in the Client Registration Form.

19.10. The Client authorizes the Stock Broker to delegate any of its functions and responsibilities under this Agreement to its affiliates or any of its external service providers (with or without power to sub-delegate) when the Stock Broker reasonably considers these parties to be capable of discharging those functions and responsibilities to the same standards that the Stock Broker would, and enter into appropriate arrangements. These parties may be located in jurisdictions outside Gift City. The Stock Broker remains responsible for its affiliates or any of its external service providers to whom the Stock Broker delegated performance of the Stock Broker's function.

19.11. All references to the specific quantity/rate/fee mentioned in this Agreement are subject to change from time to time, as so agreed to in writing between the Parties.

InBrok (IFSC) Private Limited
Cabin No. 04-22, Fourth Floor, FLEXONE, Building No. 15C2, Block 15, Road 1C, Zone 1, GIFT SEZ, GIFT City,
Gandhinagar, Gujarat – 382050
CIN: U64990GJ2023PTC143989, Email: info@inbrok.in ,
Contact Number: +91 6357510334

IN WITNESS THEREOF the Parties to the Agreement have caused these presents to be executed as of the day and year first above written.

On behalf of the Stock Broker:

____
Artem Vologdin, Director

____
Ksenia Begicheva, Director

On behalf of the Client:

____

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