

TERMS AND CONDITIONS AGREEMENT

This Terms and Conditions Agreement ("**Agreement**") is between you and Meta Materials Circular Market Private Limited ("**MMCM**"). The Services being provided herein relate to certain electronic services and information ("**Service**") to which you will have electronic access depending upon your user/membership category through the MMCM trading platform ("**DigiELV**").

A. Definition

- a. **Certificate of Deposit ("CD")** shall have the meaning as defined in the G.S.R.653(E) of the Ministry of Road Transport and Highways published in September 2021.
- b. **"Commodities"** refers to the CD or related Services offered for trading on the DigiELV platform.
- c. **"DigiELV"** shall refer to the digital platform owned and operated by MMCM through which Users may access Services, Commodities, and related information.
- d. **"Electronic Device"** shall mean any device, including computers and mobile phones, through which the User accesses the Services.
- e. **"Membership Account"** shall mean the different categories of accounts available to Users on the DigiELV Platform as defined in the Services Provided clause of this Agreement
- f. **"MMCM"** shall mean Meta Materials Circular Market Private Limited, including its affiliates, subsidiaries, and associated entities.
- g. **"Provider"** shall mean any unaffiliated Internet service provider facilitating electronic access to MMCM's Services.
- h. **"Service(s)"** shall mean the electronic services and information provided by MMCM through its DigiELV Platform, as specified in this Agreement, including but not limited to access to certain commodities and trading instruments, order management, and communication through electronic means.
- i. **"Site"** shall mean the website located at www.digielv.com, including all subdomains, pages, and content accessible through that domain name and any related URLs.
- j. **"System"** shall mean the order matching system or multiple bidding system used by MMCM for activities including but not limited to order/bid acceptance, modification, cancellation, and confirmation.
- k. **"User"** shall mean any individual or entity that accesses the Services provided by MMCM,

whether as a Guest, Registered Client, or another type of account holder.

B. Account Registration and Responsibilities of User

- a. To use a Service you may need to register and create an account with a username and a password. You may need to provide us with certain personal and other information. MMCM may verify the information, if required, before your account can be used.
- b. You agree to provide truthful and complete information when you register for the Service and to keep that information updated. You must take due care to protect your username and password against misuse by others and promptly notify MMCM about any misuse. You are personally responsible for any use of the Service.
- c. MMCM may terminate your registration or restrict your access to certain parts of the Service if MMCM reasonably believes that you have breached the Agreement or any other Terms and Conditions applicable to the Service.
- d. If you are an MMCM registered client, this Agreement is in addition to and does not nullify, any other agreement or undertaking, including the Membership Agreement(s)/Undertaking and any annexure and supplements thereto between you and MMCM governing the conduct of your relationship with MMCM.
- e. By using or accessing the Service and Site you agree to the terms and conditions contained hereinunder along with its amendment from time to time and the Terms and Conditions subject to which any particular commodity has been offered for trading including any circulars, notifications, instructions or guidelines issued by MMCM from time to time.
- f. Your use and/or access of the Service and Site indicate that you agree to be bound by all of the terms of this Agreement and you shall be deemed to have read, understood, and accepted the terms and Conditions of the Agreement. In case you do not agree with the Terms and Conditions of this Agreement, you have no right to access the Site and avail Service.
- g. The terms and conditions contained herein may be amended, altered, supplemented, revoked, rescinded, or replaced by MMCM, whether in full or in part, from time to time as may be notified on the Site or in such other manner as MMCM may deem fit. Users are advised to periodically review the Terms and Conditions for updates and to comply with the Agreement.
- h. You acknowledge that the information on this Site does not constitute an offer to sell or a solicitation of an offer to buy any commodity that may be referenced in the Site. If you wish to learn more about the information contained on the Site, you may contact a representative of MMCM.

- i. All information entered on the platform by buyers and sellers is their sole responsibility. Users are responsible for ensuring the accuracy of CD purchasing information before completing the transaction. Once a transfer has been made, no adjustments or claims will be entertained.
- j. All transactions involving the sale or transfer of CDs must occur exclusively through the DigiELV platform. Conducting CD transactions outside of the DigiELV platform is strictly prohibited. Users violating this clause may face account suspension, blacklisting, or legal action, as deemed necessary by MMCM.
- k. MMCM reserves the right to blacklist users, preventing them from participating in any further transactions or accessing certain features of the platform, in case of non-compliance with the trading rules or Terms & Conditions.

C. User Categories

- a. **Guests:** Users in this category will be provided with limited samples of Services offered on the Site but need not register to obtain access to the Site. For purposes of this Agreement, access by a Guest to the Site is at the sole discretion of MMCM, from time to time, may or may not permit a Guest to access the Site.
- b. **Registered Clients:** This category of user, which includes seller, buyer, dealer, business account holders will be provided with electronic access to the various Services provided by MMCM on the Site. The clients registered with MMCM (“Registered Client”) may have certain time limitations with respect to the use of these Services and to continue the use of Service, may be required to complete/fulfill the prescribed procedures in case they wish to remain a client of MMCM. Registration by submitting a physical application form and other documentary proof may be required for this user category.

D. Services Provided

- a. MMCM shall provide you with electronic access, through your computer or other electronic devices, to the Services, including but not limited to the provision of information with respect to certain Commodities or trading instruments through the Site by means of an order matching system or multiple bidding system which includes inter alia:

- all activities pertaining to order management such as accepting and capturing of an order/bid, validation, order/bid modification or cancellation, order/bid confirmation and other related activities ("System"),
- value-added services including but not limited to market watch, research reports, stock statements and transaction summaries, through the services of an unaffiliated Internet service provider (the "Provider") by you and
- the ability to communicate electronically with MMCM ("E-mail"), depending upon which category of User you are.

MMCM may at its sole and absolute discretion, cancel or change any or all the Services or registration instructions in any manner whatsoever at any time or introduce additional Services from time to time, upon printed or electronic notice. Such notice of change shall be deemed immediate upon publication or communication, and your continued use of the Services following any changes or introduction of new Services will constitute your acceptance, ratification, and confirmation of such changes. You agree not to attempt to connect to the Site, to use the Services, or to view any of the information if you do not agree to the terms of this Agreement.

- b. MMCM reserves the right to charge a Registered Client a separate service fee for using the Services to effect transactions above a certain stipulated number/threshold.

c. Membership

Dealership account: Any auto OEM dealer (new vehicle sale dealer) may apply for this account to enable easy transactions for CDs to the new vehicle buyers.

To know more about Dealer accounts, features, onboarding, and other transaction plans, please contact DigiELV sales team at info@mmcm.in or FADA team at fada@fada.in.

MMCM has the right to offer discounts or amend membership or transaction charges/plans at its discretion.

- i. CD discounts are subject to current Central and State government policies. Users must verify discount applicability with their respective RTOs, as no claims will be entertained by DigiELV
- ii. By agreeing to this, the user acknowledges full responsibility for verifying any applicable discounts and releases DigiELV from liability in this regard.
- iii. Please note that all membership fees are non-refundable. Once payment is made for any membership plan, the amount cannot be refunded under any circumstances. This policy applies to all membership levels and is effective immediately upon purchase. We

encourage you to review the terms and benefits of each plan carefully before completing your transaction.

iv. Refund Policy for Advance Fees

Advance fees paid for specific trading or membership packs are refundable on a pro-rata basis only under the following circumstances:

- (i) if DigiELV ceases trading operations entirely, or
- (ii) if a government directive mandates the suspension of CD trading activities.

Refunds will be calculated based on the unused portion of the advance fees and processed in compliance with DigiELV's standard refund procedures. This policy ensures fair treatment while maintaining MMCM commitment to providing uninterrupted service under regular operational conditions.

- v. MMCM reserves the exclusive right to amend membership terms, transaction models, and pricing structures at its discretion. Users should regularly review these terms and conditions.

vi. Transaction Model Modifications

MMCM reserves the right to modify transaction models at its discretion, such changes may include, but are not limited to, shifting from a bilateral trading model to a continuous trading market model. DigiELV may implement these adjustments as necessary, with or without prior notice to users, to ensure a streamlined, efficient, and compliant trading experience. Users acknowledge that changes to the transaction model are designed to enhance platform functionality and agree to conduct transactions in accordance with any new structures introduced by DigiELV.

d. Acceptance and Agreement Binding

To confirm your acceptance of the membership terms outlined in this Agreement, MMCM requires a digital signature. By affixing your digital signature, you acknowledge and agree to the following:

1. **Legally Binding:** Your digital signature constitutes a formal and legally binding acceptance of all terms and conditions of membership. It has the same legal force as a handwritten signature.
2. **Authentication:** The digital signature process authenticates your identity as the signatory and confirms your personal agreement to the membership terms. MMCM

employs industry-standard security measures to protect the validity and security of your digital signature.

3. **Verification:** MMCM reserves the right to verify the digital signature and associated identity information to ensure the authenticity of your acceptance. The system records the date, time, and method of signature.
4. **Non-Repudiation:** Once signed, you cannot repudiate or deny your acceptance of the Agreement and Membership. The signature will be securely stored and logged.
5. **Electronic Records:** The digitally signed Agreement will be electronically stored by MMCM and accessible for your reference. It has the same legal enforceability as a hard-copy contract.
6. **Security and Compliance:** MMCM adheres to all applicable digital signature laws and security protocols, ensuring compliance with relevant legal and regulatory frameworks, including the Information Technology Act of India and global standards where applicable.

Unless the Agreement is executed with a digital signature, clicking "I Agree" shall constitute your electronic signature and acceptance of the membership terms, which shall be legally binding upon you.

E. DEPOSIT/WITHDRAWAL&TRANSFEROFFUNDS:

- a. Registered Buyers and Sellers are required to deposit funds for margin or sale proceeds with MMCM through RTGS/NEFT, payment gateway, or electronic fund transfer into the settlement account.
- b. MMCM will acknowledge only those fund balances that are available in the MMCM settlement account and have been received from Participants using the provided payment methods.
- c. Bidders should inform MMCM about fund transfers through the funds withdrawal module on www.digielv.com, following the prescribed procedures set by MMCM.
- d. Participation in the trade process is contingent upon the availability of the requisite Earnest Money Deposit (“EMD”) in the EMD Account of the Participant with MMCM.
- e. Withdrawal requests for the free funds' balance in the Participant's MMCM settlement account can be submitted online through the funds withdrawal module.
- f. Refund requests for the free funds, which are available after bid cancellation/knock-off bid or excess funds after successful trade can be raised through the funds withdrawal module.

- g. Requests for the withdrawal of funds from the Settlement account will be processed within 5 bank working days.

F. ELECTRONIC RECORDING

- a. You acknowledge and consent to the taping or any form of electronic recording, retention, monitoring, and use by MMCM (and its employees, representatives, affiliates, and agents) of all communication, electronic or otherwise, between you and MMCM or its representatives or agents and information and data that you input during your use of the Services, including without limitation, all bids/orders placed by you to purchase or sell a commodity, all activities related thereto and all selections and uses of calculators and other tools included therein.
- b. You further agree that such recordings and MMCM's records of any bids/orders, instructions, and communications given or made by you or MMCM by electronic mail, fax or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same. If MMCM so chooses to record the bids/orders, instructions, and communications, it shall be free to store the same for such period as it may deem fit and MMCM may overwrite, erase or destroy such records at such intervals as it may deem fit.

G. ELECTRONIC COMMUNICATION

- a. The Services permit you to communicate electronically with MMCM. You agree not to use email for the transmission of bids/orders to purchase or sell a commodity or to transfer funds, or to transmit any personal credit information (including credit card numbers), to give notice of a change of address, or to give MMCM any time-sensitive instructions. However, MMCM in no event shall be liable or responsible in any manner in the event such e-mail has been received by MMCM for any default/reason whatsoever. In addition, if you are a MMCM client who has registered on the Site, you agree not to use email to give MMCM any instruction affecting your account(s) or any linked accounts, including, but not limited to, placing orders to purchase or sell a commodity or to transfer funds. MMCM shall not be liable for any actions taken or any omissions to act as a result of any email message you send to MMCM.
- b. Registered Clients will provide MMCM with their email addresses as part of the registration process. MMCM may establish parameters or checks in the system that could result in the rejection of a registered client's orders. This rejection is not indicative of the client's creditworthiness but is instead a risk management measure implemented by MMCM. As

these parameters are part of a fully automated process, MMCM is not required to take any additional action in such cases. Consequently, MMCM shall not be liable for any direct or indirect losses or damages incurred by the client as a result of such rejections.

H. PROPERTY RIGHTS IN INFORMATION AND SERVICES; SUITABILITY AND COMPLIANCE WITH LAW

- a. The Services and any Information provided through the Services are being provided by MMCM only for your personal, non-commercial use and display. You may download the Information to the Electronic Device and print out a hard copy for your personal reference, provided that you agree not to remove any copyright or other notices contained therein.
- b. The Services and the Information are the property of MMCM or its licensors and are protected by applicable copyright, patent, trademark, or other intellectual property law. Except as expressly authorized herein, you may not reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate, or commercially exploit such Information or any of the Services provided in any manner (including electronic, print, or other media now known or hereafter developed) without the written consent of MMCM. You also agree not to use the Information or Services for any unlawful purpose, and you shall comply with any request of MMCM or any of the third-party providers to protect their respective rights in the Information and Services.
- c. MMCM is not providing investment or disinvestment advice through the Site and does not represent or recommend that any such commodities are suitable for you. In addition, you agree to make your own independent evaluation of the investment merits and suitability for you of any such commodities based on your specific objectives and financial position and using such independent advisors as you may believe necessary. The Information shall not be deemed to be a solicitation of a transaction by MMCM or any third-party provider acting on behalf of MMCM. The information contained on the Site reflects the present situation and does not in any way reflect the views of MMCM or its affiliates. The accuracy, completeness, or timeliness of such Information cannot be guaranteed and is subject to change without notice. Further, the price for any commodity contained in any section of the Site may differ from the price for that commodity contained in any other section of the Site. You also acknowledge that neither the Services nor any of the Information will be used by you as tax or legal advice. The Information is provided on the Site on a no-liability, no-guarantee and no-obligation basis.
- d. With respect to an MMCM registered client on the Site, unless we otherwise notify you in

writing, any Information provided through the Services shall not be deemed to supersede or replace official statements of transactions, money, or positions required to be transmitted by MMCM to you.

- e. In the event you use the Services or the links included on the Site to gain access to a third party website or another world wide web site or Internet location or source of information of any company, organization or person other than MMCM, or to any other Internet location, you acknowledge that such other sites or locations are not under the control of MMCM and agree that MMCM shall not be responsible for any information or other links found at any such world wide web site or the third party website or Internet location or source of information, or for your use of such information. MMCM provides such links only as a convenience to you, and has not tested any software or verified any information found at such sites. The fact that MMCM has provided a link to another site does not signify an endorsement of the site or its contents by MMCM. There are inherent risks in the use of any software or information found on the Internet, and you acknowledge that you understand these risks before making any use of the Services.
- f. Transmission or use of any material in violation of this Agreement, or any applicable law, rule or regulation (whether of the Republic of India or other countries), or the rights of any third party is prohibited. This includes, but is not limited to, copyrighted material, material, which is defamatory, threatening, obscene, lewd and indecent, material protected by trademark, trade secret, or patent laws, or material that results in an invasion of privacy.
- g. The Services are not registered under any laws of any foreign jurisdiction and are only to be availed by a Guest or Registered Client, as the case may be, in a jurisdiction where it may be lawful to offer such Services.

I. WARRANTIES AND LIMITATION OF LIABILITY REGARDING THE SERVICES

- a. The accuracy, completeness, sequence, or timeliness of the information cannot be guaranteed. MMCM and its affiliates, their financial advisors, agents and licensors shall not have any responsibility or liability for direct, indirect, consequential, special, or other damages you may incur for any reliance by you on information or for the reliability, accuracy, completeness, sequence or timeliness thereof for any delays, interruption or errors in the transmission or delivery of any part of the information or services, or for any unauthorized use by you of e-mail.
- b. You understand that any bid/order price quotes provided/available as part of the services may be delayed on account of certain technical reasons beyond the control of MMCM and

may not reflect the prices at which the quoted commodity may be bought or sold. You should not make any decisions to buy or sell commodities based on such quotations or on any other information accessed on or through the Site. You understand that MMCM does not guarantee that it will continue to make the information and/or services available to you, whether by the same methods currently used or otherwise. You agree not to hold MMCM liable for any damages arising from a discontinuation or modification of all or part of the services or information.

c. MMCM shall ensure that bid/order acceptance or rejection by the System is communicated to the Registered Client within a reasonable period of time. MMCM shall send electronically including without limitation, trade confirmations, and notifications of trade failures for the execution of the Registered Client's order/trade. Such confirmation shall be made available to the Registered Client by way of web postings accessible to the client after login or through an e-mail address provided by such client. The Registered Client agrees that the information sent by MMCM by web posting/e-mail is deemed to be a valid delivery of such information by it.

d. All trades/ orders routed through the Site/System shall be deemed to be unsolicited trades.

MMCM may implement automated systems and processes to review and potentially reject orders from Registered Clients. Such rejections are not based on creditworthiness but are a precautionary measure to manage risk. These automated processes are designed to operate without human intervention, and MMCM shall not be liable for any losses or damages incurred by a client due to order rejection.

e. Except as expressly set forth in this agreement, MMCM and its affiliates, agents, and licensors hereby expressly disclaim all express and implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, and error-free and uninterrupted services. MMCM does not warranty, guarantee, or make any representations or warranties whatsoever, express or implied, or assume any liability to you regarding (i) the use or the results of the use of the services, including without limitation any financial results based on use of the services or information or any delay or loss of use of the services, or (ii) system performance and effects on or damages to software and hardware in connection with any use of the site, services, and information.

f. In addition to and without limiting the foregoing, MMCM shall not be liable for any harm caused by the transmission, through the services or information, of an Electronic Device virus, or other Electronic Device code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, or otherwise impede in any

manner the operation of the services or any of your software, hardware, data or property.

- g. In addition to and without limiting the foregoing, MMCM makes no representation and assumes no liability regarding the quality, safety, accuracy, or suitability of any information or software found on any other site not under MMCM's control.
- h. MMCM and its affiliates, their respective financial advisors, agents, and licensors shall not be liable for any losses or damages incurred by you related in any way to your use of the services and information.
- i. Except as otherwise provided by law, MMCM shall have no liability for losses caused by the negligence, actions, or failure to act of the provider or any third-party provider acting on MMCM's behalf.

To the extent permitted by law, neither MMCM nor the provider or any third party provider acting on MMCM's behalf shall be liable to you for any indirect, special, incidental, or consequential damages (regardless of whether such damages are reasonably foreseeable), or for any loss, costs, expenses including without limitation reasonable legal fees, arising from a failure, interruption, error, omission or delay in the performance of their obligations or in the transmission of information that results from a cause over which MMCM or any other such entity does not have control, including but not limited to failure of electronic or mechanical equipment/any failure in the links/system failure/faults in the telecommunication network or internet or network failure or software/hardware errors at your end or at the end of MMCM or

i.i. theft, or

i.ii. destruction, or

i.iii. unauthorized access, alteration, or use of information, or

i.iv. incomplete/incorrect data or information provided to MMCM over the site/system and/or any error in the execution of any request due to such incomplete/incorrect data, or

i.v. any changes in government decisions or regulations, prohibiting or significantly restricting the trade, sale, or distribution of CDs, preventing the MMCM from fulfilling its obligations under this Agreement or

i.vi. strikes, failures of common carrier or utility systems, severe weather, fire, floods, or other causes commonly known as "acts of god" or force majeure events.

J. YOUR REPRESENTATIONS AND WARRANTIES

- a. You hereby represent and warrant that you are of the age of majority and are legally capable

of entering and executing this Agreement.

- b. You hereby further represent and warrant that in conjunction with your online trading account and any other account(s) that you maintain with MMCM at any time, that you will utilize said account(s) solely for lawful purposes and will remain aware of, and fully comply with, all applicable laws, rules and/or regulations governing the use of said account(s) including, but not limited to, laws, rules and/or regulations relating to information technology, taxation, and reporting or filing requirements.
- c. You agree that MMCM cannot advise or counsel you as to the existence or applicability of any particular law, rule, and/or regulation and that you are solely responsible for remaining aware of and complying with all such laws, rules and/or regulations. If you are a Registered Client, you hereby represent and warrant that all the information provided by you during the registration process is accurate and complete. In case where the client is a non-resident Indian, you additionally agree to abide by the Foreign Exchange Management Act, 1999 and rules and regulations issued and amendments carried out thereunder from time to time and other applicable laws and any law, regulation or rule in your jurisdiction, including but not limited to tax, foreign exchange and capital control and for reporting or filing requirements that may apply as a result of your country of citizenship, domicile, residence or tax-paying status.
- d. You acknowledge that you are fully aware of and understand the risks associated with availing of Services for routing orders over the Site/System including the risk of misuse and unauthorized use of your Username and Password by a third party and the risk of a person hacking into your account on the Site/System. You agree that you shall be fully liable and responsible for any and all unauthorized use and misuse of any of your Username and Password and also for any and all acts done by any person through the System on your User Identification in any manner whatsoever, including but not limited to a third party placing a request or order on your behalf over the Site/System. You are aware that MMCM is agreeable to offer the Services over the Site/System only if MMCM is not required to bear and only if you agree to bear the risk, responsibility and liability of such misuse or unauthorized use.
- e. You agree that you shall immediately notify MMCM in writing with full details via email at info@mmcm.in if:
 - i.i. You discover or suspect unauthorized access through your User name and Password or account,
 - i.ii. You notice discrepancies that might be attributable to unauthorized access,
 - i.iii. You forget your Password, or

- i.iv. You discover a security flaw in the Site or System.
- f. You shall immediately log off from the Site and System at any time that you finish accessing it.
- g. You hereby agree that you may not be allowed to do transactions through the System with respect to certain Commodities/segments as may be notified by MMCM from time to time.
- h. You further agree that you may not be allowed to transact through the System with respect to certain commodities or bids/orders/requests below and above certain amounts, or for any other reasons as may be notified by MMCM from time to time.
- i. You further agree that you will not initiate, promote, or participate in any unfair or manipulative market practices.
- j. The use and storage of any information including, without limitation, the Username and Password, profile, portfolio information, transaction activity, account transactions, and any other information on your personal Electronic Device is at your own risk and you shall take sole responsibility for the security of such information.

- k. You are aware that you have the option of not availing of the Services. However, being fully aware of all risks, you desire the convenience of such Services, including but not limited to transmitting bids/orders and instructions over the Site/System, and have therefore opted for such Services of your own free choice and are willing and agreeable to bear all associated risks, responsibility and liability.

K. RISK DISCLOSURE

- a. You confirm that you have read the risk disclosures formulated by the Exchanges together with all additional disclosures made by MMCM from time to time, that contain important information on trading and dealing with MMCM and are aware of the contents contained therein.
- b. The risks involved in trading in various instruments on MMCM, and as set out in detail in the above risk disclosure formulated by MMCM and inter alia include, risk of high and low volatility, risk-reducing orders, risk of new announcements, risk of rumors, systems risks, and system/network congestion.
- c. You are also made aware of all the rights available to you under the extant laws, rules, regulations, and this Agreement and of all your obligations thereunder and hereunder.
- d. If you have any concerns with respect to the above, you may contact our office by sending an

email to info@mmcm.in or by calling +91-7710011388.

- e. You must know and appreciate that commodities traded on MMCM, which have varying elements of risk, are generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in light of your financial condition. In case you trade on MMCM and suffer adverse consequences or loss, you shall be solely responsible for the same and MMCM or its affiliates or any of its employees shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take plea that no adequate disclosure regarding the risks involved was made.
- f. You shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a security or derivative being traded on the Exchanges.
- g. In the light of the risks involved in and the other significant aspects of trading, you should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk.
- h. In light of the foregoing, you declare that:
 - i.i. You shall be wholly responsible for all your trading decisions and trades;
 - i.ii. You have read and understood the risks involved in trading on MMCM trading platforms;
 - i.iii. The failure to understand the risk involved shall not render a contract as void or voidable and you shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which you choose to trade;
 - i.iv. All monies, fees, charges or other property which may be required to open and/or to maintain your account shall be held subject to a general lien for the discharge of your obligations to MMCM;
 - i.v. You are liable to pay applicable initial margins/security deposits, withholding margins/security deposits, special margins/security depositor such other margins/security deposits as are considered necessary by MMCM or as per the Terms and Conditions applicable for any particular trade.
 - i.vi. Payment of margins/security deposits by you does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins/security

deposits, you may, on the closing of your trade, be obliged to pay (or entitled to receive) such further sums as MMCM may require;

L. CONFIDENTIALITY

- a. MMCM shall use reasonable precautions to maintain the confidentiality of the information you have provided to MMCM and information you have created, inputted or developed in connection with your use of the Services, but because such information can be accessed through the internet, you hereby acknowledge and agree that there can be no assurance that the information, any Information provided to you through the Services, the orders placed by you to purchase or sell a commodity or to transfer funds or any communication through email will remain secure. In addition, MMCM may disclose such information to its employees, representatives, officers, agents, and affiliates, as well as a governmental or regulatory entity or recognized stock exchanges, the service providers, or any other third-party agent or service provider -
- I. for any purpose related to the conduct of MMCM 's business or to the offering, providing, or maintaining of the Services,
 - II. to comply with applicable rules, orders, subpoenas or other legal processes, or in order to give information to any government agency or regulatory body or recognized stock exchanges or official requesting such information, or
 - III. for any other legitimate business purpose.

M. GOVERNING LAW

- a. Any transaction contained hereinunder or anything related thereto shall be governed by and construed in accordance with the laws of the Republic of India without giving effect to principles of conflicts of law.

N. DISPUTE RESOLUTION

- a. You agree to the dispute resolution process as applicable for any particular trade or transaction subject to which any commodity has been offered for trading. In absence of any such terms and conditions or absence of dispute resolution clause therein, you agree to resolve the dispute as per the dispute resolution process laid down hereunder.

With regard to any dispute, controversy, or claim arising out of any particular trade or transaction subject to which any commodity has been offered for trading, both Parties will try

and settle the dispute by mutual consultation in accordance with the attitude of sincere cooperation. If parties fail to settle the dispute by mutual and friendly consultation within 30 days, the dispute shall be referred to and finally resolved by the arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time) along with the rules framed thereunder (“**Rules**”) for the time being in force.

O. JURISDICTION

- a. MMCM and you declare and agree that the transactions executed on the MMCM are subject to Terms and Conditions applicable to any particular trade or subject to which any commodity has been offered for trading and in the absence or non-existence of the same, in accordance with this Agreement and circulars issued by MMCM thereunder and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified in such applicable terms and conditions for the purpose of giving effect to the provisions contained herein under.
- b. This Agreement shall at all times take effect as having been made, entered into, and to be performed in the city of Mumbai and the parties shall be deemed to have submitted to the exclusive jurisdiction of the competent courts/appropriate forums of/at Mumbai with respect to all disputes between you and MMCM which does arise or form part of the Terms and Conditions subject to which any commodity has been offered for trading. However, in matters or disputes arising out of any particular trade conducted in accordance with the terms and conditions specified for that trade, such dispute shall be resolved as per the dispute resolution process as put in place in those terms and conditions and the jurisdiction of the courts shall be the proper civil courts having jurisdiction to entertain such disputes.

P. SUSPENSION/TERMINATION

- a. MMCM may suspend your access to the Services at any point of time without giving any prior notice. For business account and dealer account holders, MMCM may give notice of suspension and if a violation or breach by you is found, MMCM may terminate your access to the services without notice.
- b. MMCM may discontinue or change the Information or the Services, or their availability to you, at any time.
- c. Any violation or breach by you on terms specified including the provision of the wrong document, any compliance issue, offline payments for transfer of CD, or market manipulation

and rigging including raising or depressing the CD prices or providing wrong information for doing transactions will be a cause for MMCM to terminate your access to the Services without notice. Paragraphs H, I, J, and K shall survive termination of this Agreement.

Q. ASSIGNMENT

- a. Resale and/or any commercial redistribution of the Services or Information, is not permitted. This Agreement and your rights and obligations hereunder may not be assigned by you without the written permission of MMCM. MMCM may assign this Agreement or any of its rights or obligations under this Agreement to the extent permitted by the laws to a company affiliated with, or a successor to or assignee of, MMCM, or to any other third party.

R. MISCELLANEOUS

- a. Save as set out in the preamble to this Agreement, this Agreement represents the complete and exclusive statement of the agreement and understanding between you and MMCM regarding your rights to access and use the Services and Information on the Site, and supersedes all prior and contemporaneous agreements and representations regarding such subject matter. Except as herein provided, no waiver, modification, or amendment of any provision of this Agreement shall be effective against MMCM unless the same is in writing and signed by an authorized official of MMCM. MMCM may modify these terms and conditions at any time upon written notice or by posting the modified terms and conditions on the Site. You agree that if you use the Services after such notification of changes in the Agreement, you will be bound by all such changes. At the time of such modification, you will have the opportunity to reject such modification, which rejection shall constitute a termination of this Agreement and of your rights to access and use the Site, Services, and Information. Should any term or provision of this Agreement be deemed or held to be invalid or unenforceable, the remaining terms and provisions shall continue in full force and effect.
- b. Failure by MMCM to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure by MMCM to exercise any power or right given to MMCM in this Agreement, or a continued course of such conduct on MMCM's part shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise. All rights and remedies given to MMCM in this Agreement are cumulative and not exclusive of any other rights or remedies which MMCM otherwise has at law or equity.

- c. Dealer's name for marketing purposes may be used for which Dealer confirms and permits to use their name in social media or in any marketing collateral
- d. MMCM may have the right to ask for accounts of channel partners, business accounts or members to establish compliance met by you.

S. INDEMNIFICATION

- a. You hereby indemnify and hold harmless MMCM (and its directors, officers, employees, control persons, vendors, licensors, and agents), the Provider, and any third party provider from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) arising out of or related to your breach of your agreements, representations, and warranties contained in this Agreement or your use of the Services or Information.

T. MOBILE TRADING

- a. I/We am/are registered with Meta Materials Circular Markets Private Limited (MMCM) as the client. I/We am/are interested for trading through Mobile with MMCM.
- b. I/We understand that the terms and conditions published on www.mmcm.in will be applicable to Mobile Trading also.
- c. I/We am/are made aware by MMCM regarding all the possible attendant risks, responsibilities and liabilities associated with trading through Mobile in addition to the risks associated with Online trading.
- d. I/We understand that MMCM shall send the bid/order/trade confirmation details on our existing registered E-mail id registered with MMCM.
- e. I/We agree that the information sent by MMCM on my/our E-mail id would be deemed to be a valid delivery of such information by MMCM.
- f. I/We understand that trading through Mobile, including sending instructions or messages and conducting transactions through it may carry extra risks and may not be as secure as using the service via internet trading, Further I/We understand the instructions (including inputting password for Mobile Trading) sent to MMCM and any message, information and confirmation received from MMCM through Mobile Trading is subject to the risk of being read, interrupted, intercepted, or defrauded by third party or otherwise subject to manipulation by third party or involve delay in transmission. I/We agree that MMCM shall not be responsible or liable to me/us or any third party for the consequences arising out of or in connection with using, accessing and conducting transactions through Mobile Trading.

- g. I/We am/are aware that as it may not be possible for MMCM to give detailed information on the mobile and minimum information may only be given by MMCM with the address of the Internet web site/web page where detailed information would be available.
- h. I/We understand that the use and storage of any information including, without limitation, the Password, transaction activity, account balances, securities balances and any other information or orders on the Mobile handset shall be at my/our own sole risk.
- i. I/We am/are aware that MMCM has the discretion to reject the orders placed through Mobile based on its risk perception.
- j. Also, I/We am/are aware that authentication technologies and strict security measures are required for Mobile trading and I/We undertake to ensure that the password is not revealed to any third-party including employees and dealers of MMCM. I/We shall be solely responsible for all orders entered and transactions done by any person whosoever through Mobile Trading based on the correct authentication details entered while logging into the mobile application.
- k. I/We am/are understand that Mobiles are vulnerable to the threats such as but not limited to unauthorized
 - i. Access by intruders to the data/information of the trades executed,
 - ii. Identity theft,
 - iii. Privacy violations,
 - iv. Planting of stealth software and viruses,
 - v. Disablement or distortion of trade-related operations
 - vi. Interception of the transmission of encrypted data/message during execution of trades, etc.
- l. I/We shall immediately notify MMCM in writing if I/We discovers/suspects discrepancies/ unauthorized access. Further, I/We shall immediately inform MMCM to temporarily deactivate my trading account, if the Mobile phone or SIM is lost and further shall take action to deactivate the account.
- m. I/We am/are aware that trading through Mobile involves many uncertain factors and complex software, hardware, systems, communication lines, etc., which are susceptible to interruptions and dislocations. Further, not all features of an internet trading system may be available for trading through Mobile, since enabling certain features may be dependent on the technology and embedded software adopted by the manufacturer of Mobile, the routing mechanism of the internet service provider, and the configuration thereof.
- n. I/We understand that MMCM does not make any representation or warranty that MMCM's

- Mobile Trading service will be available at all times without any interruption and further that MMCM shall not be responsible for any variation, reduction, or imposition of the terms or the Client's inability to route any order through Mobile Trading facility.
- o. I/We agree that I/We shall not have any claim against MMCM on account of any suspension, interruption, non-availability, or malfunctioning of the System or Service or non-execution of the orders due to any link/mobile/system failure at the Client's/MMCM's end for any reason thereof.
 - p. I/We agree that I/We shall be liable and responsible for all legal compliance and adherence to all commercial terms and conditions in respect of the mobile connection/SIM card/mobile phone and MMCM does not accept/ acknowledge any responsibility in this regard.
 - q. I/We further agree that MMCM shall not, directly or indirectly, be liable, in any way for security or the origin of the IP address used for trading by using the Mobile.
 - r. I/We shall always be ready/prepared to utilize an alternative system to trade in case of any unexpected failures.