

NeML ONLINE SERVICES TERMS AND CONDITIONS OF USE

I. INTRODUCTION

The Website and the Mobile Application Software, for providing you electronic access depending upon your user/Participant category (hereinafter collectively referred to as “(NeML Software) is operated by NCDEX e Markets Limited (NeML) having its registered office at 1st Floor,101 &101 T, Ackruti Corporate Park, LBS Marg, KanjurMarg (W), Mumbai-400078. Please read the NeML Online Services Terms and Conditions of Use document carefully before using NeML Software. All the transactions and trades for sale/purchase of commodities entered into through NeML Software shall be governed by these Terms and Conditions of Use (“Terms”) and any further terms and conditions as may be specified or informed by NeML from time to time. By using the NeML Software, you signify your assent and unequivocal agreement to be bound by the Terms contained herein, and also be bound by regulations, guidelines, circulars and notifications issued by concerned government authorities, from time to time. These Terms constitute an electronic record published in terms of Rule 3 of the Information Technology (Intermediary Guidelines & Digital Media Ethics Code) Rules, 2021 read with Information Technology Act,2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

II. CONDITIONS RELATING TO USE OF NEML ACCOUNT

If you wish to use NeML Software , you will be required to register as a Participant with NeML as per the norms prescribed by NeML. Post registration as Participant of NeML, you shall be responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorized access to your account. You should take all necessary steps to ensure that your password is kept confidential and secured and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. Nevertheless, you shall be primarily responsible for all acts, deeds and omissions, which occur by the usage of your user ID and/or password, as if the same were purported to be used by you to log into your account. NeML shall not be liable to verify the authenticity of your credentials under any circumstances whatsoever.

Please ensure that the details you provide to NeML are correct and complete and inform NeML immediately of any changes to the information that you provided when registering as a Participant. You can access and update much of the information you provide us. You will also be allowed to edit any personal information which you are legally allowed to edit. You agree and acknowledge that you will use your account with NeML only for the purpose of buying and selling of agricultural and non-agricultural commodities (“Commodities”) which are legally allowed to be traded and not for any illegal or unlawful purpose.

NeML reserves the right to refuse access to your account, terminate accounts, add, remove or edit content at any time without notice to you, if you violate/breach any of the Terms, General Terms or any Rules/Regulations prescribed by NeML or statutory or regulatory authority/body.

This Agreement is in addition to, and does not nullify, any other agreement or undertaking, including the Client Agreement(s)/Undertaking and any annexure and supplements thereto between you and NeML governing the conduct of your relationship with NeML. The terms and conditions contained herein are in addition to and are to be read in conjunction with the General Terms and Conditions of NeML and any annexure and supplements thereto.

III. PRIVACY

Please review the Privacy Policy of NeML, which also governs your use of NeML Software, to understand our privacy practices. The personal information / data provided to us by you during the course of usage of NeML Software will be treated as strictly confidential and in accordance with the Privacy Policy and applicable laws and regulations. Your personal information could be shared with our business affiliates, service partners and such other entities for the purposes of facilitating or offering certain services through them. By agreeing to the terms, you expressly agree to allow such information to be shared by NeML in accordance with these Conditions of Use and our Privacy Policy. If you object to your information being transferred or used, please refrain from using NeML Software.

IV. ACCESS TO NeML SOFTWARE

1. NeML will on a best effort basis ensure that the services on/to NeML Software will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, network or bandwidth problems or any event which cannot be controlled even after reasonable efforts are made by NeML, the unhindered connection cannot be guaranteed. Also, your access to NeML Software may also be occasionally suspended or restricted to allow for repairs, updates, maintenance, or the introduction of new facilities or services at any time without prior notice. NeML will attempt to limit the frequency and duration of any such suspensions or restrictions.
2. NeML may also impose limits on certain features and services or restrict your access to all or certain parts of the Website / Mobile App without notice or liability. NeML may terminate or suspend your affiliation with NeML, authorization, rights and license given hereunder without assigning any reason. You should periodically revisit this Website / Mobile App to review any updates to the Terms and/or other Annexures or use and access to NeML Software and the services rendered through it.
3. Changes in these Terms will be effective when posted. Your continued use of NeML Software, the services and the content published after any changes to these Terms are posted will be considered acceptance of the changes.

4. NeML may terminate, change, suspend or discontinue any page/functionality or aspect of the Website / Mobile App without any notice whatsoever.
5. The terms and conditions contained herein may be amended, altered, supplemented, revoked, rescinded or replaced by NeML, whether in full or in part, from time to time as may be notified on the Website/Mobile Application or in such other manner as NeML may deem fit.
6. You acknowledge that the information on the NeML Software does not constitute an offer to sell or a solicitation of an offer to buy any commodity that may be referenced in the NeML Software .If you wish to learn more about information contained on the NeML Software , you may contact a representative of NeML.
7. Users will be provided with electronic access to the various services provided by NeML on the NeML Software. The clients registered with NeML (Registered Client) may have certain time limitation 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 NeML. Registration by submitting a physical application form and other documentary proof may be required for such Registered Client

V. SERVICES PROVIDED

1. NeML shall provide you with electronic access to certain electronic services and information, ("Services") through your computer or other electronic device including Mobile Phones (collectively "Electronic Device"), including but not limited to the provision of information with respect to certain Commodities ("Information") through the NeML Software 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 by you and the ability to communicate electronically with NeML, depending upon which category of User you are. NeML 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. 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 NeML Software, to use the Services or to view any of the Information if you do not agree to the terms of this Agreement.
2. NeML 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.

VI. ELECTRONIC COMMUNICATION AND RECORDING

1. The Services permit you to communicate electronically with NeML. 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 NeML any time-sensitive instructions. However, NeML in no event shall be liable or responsible in any manner in the event such e-mail has been received by NeML for any default/reason whatsoever. In addition, if you are a NeML client who has registered on the Site, you agree not to use e-mail to give NeML 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. NeML shall not be liable for any actions taken or any omissions to act as a result of any e-mail message you send to NeML.
2. Registered Clients will provide NeML with their e-mail address as part of the registration process. NeML may, as part of the trade fulfillment/completion cycle, communicate with you on your registered E-mail. All E-mails sent to you by NeML on the E-mail address available with NeML at the time it its dispatch shall be considered as effective communication. NeML shall not be liable for any actions or for any omissions to act on your part as a result of any e-mail message NeML sends to you.
3. You acknowledge and consent to any form of electronic recording, retention, monitoring and use by NeML (and its employees, representatives, affiliates and agents) of all communication, electronic or otherwise, between you and NeML 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. Our use of your data and information that you submit shall be subject to Privacy Policy of NeML.
4. You further agree that such recordings and NeML 's records of any bids/orders, instructions and communications given or made by you or NeML by electronic mail, fax or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same. If NeML 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 or as required under law and NeML may overwrite, erase or destroy such records at such intervals as it may deem fit or as may be legally required.

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

1. The Domain Name, Mobile Application Name , NEML, THE NEML LOGO and other marks indicated on NeML Software are trademarks or registered trademarks of NeML. NeML's graphics, logos, page headers, button icons, scripts and service names are the trademarks or trade dress of NeML. NeML's trademarks and trade dress may not be used in connection with any product or service that is not NeML's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits NeML. All other trademarks not owned by NeML that appear on NeML Software are the property of their respective owners, who may or may not be affiliated with, connected

to, or sponsored by NeML.

2. The Services and the Information are the property of NeML or its Licensors and are protected by applicable copyright, patent, trademark or other intellectual property law.
3. NeML is not providing investment or disinvestment advice through the NeML Software 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 NeML or any third party provider acting on behalf of NeML. 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 NeML Software may differ from the price for that commodity contained on any other section of the NeML Software. 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 NeML Software on a no-liability, no-guarantee and no-obligation basis.
4. With respect to a NeML registered client on the NeML Software, 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 NeML to you.
5. In the event you use the Services or the links included on the Site to gain access to a third party web sites or other world wide web site or Internet location or source of information of any company, organization or person other than NeML, or to any other Internet location, you acknowledge that such other sites or locations are not under the control of NeML and agree that NeML shall not be responsible for any information or other links found at any such world wide web site or the third party web-site or Internet location or source of information, or for your use of such information. NeML 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 NeML has provided a link to another site does not signify an endorsement of the site or its contents by NeML. 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.

VIII. LICENSE FOR NEML SOFTWARE ACCESS

1. Subject to your compliance with these Terms and payment of applicable fees, if any, NeML grants you a limited, non-transferable and non-exclusive license to access and make use of NeML Software for your business purpose, but not to download (other than page caching) or modify , any portion of it. This license does not include any downloading or copying of account information for the benefit of another buyer/seller; or any use of data mining, robots, or similar data gathering and extraction tools.
2. NeML Software or any portion of thereof (including but not limited to any copyrighted material, trademarks, or other proprietary information) shall not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of NeML

3. You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the Welcome page of NeML Software as long as the link does not portray NeML, their affiliates, or their Commodities or services in a false, misleading, derogatory, or otherwise offensive matter.

IX. NeML SOFTWARE TERMS

1. The Terms herein apply to any software (including any updates or upgrades to the software and any related documentation) that NeML may make available to you from time to time for your use in connection with NeML Software. You may use NeML Software solely for purposes of enabling you to use the services as provided by NeML, and as permitted by the Terms.

2. Use of Third Party Services

When you use the NeML Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

3. No Reverse Engineering

You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the NeML Software, whether in whole or in part, or create any derivative works from or of the NeML Software.

4. Updates

In order to keep the NeML Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.

X. YOUR REPRESENTATION AND WARRANTIES

You hereby represent and warrant that you are of the age of majority and are legally capable of entering and executing this Agreement.

1. You hereby further represent and warrant that, you shall use the NeML services solely for lawful purposes and will remain aware of, and fully comply with, all applicable laws, rules, and/or regulations relating to information, technology, taxation and reporting of filing requirements
2. Pay the applicable taxes on the trades conducted and services utilized on NeML Software.
3. You agree that NeML 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 registration process is accurate and complete.

4. You acknowledge that you are fully aware of and understand the risks associated with availing of Services for routing orders over the NeML Software including the risk of misuse and unauthorised use of your Username and Password by a third party and the risk of a person hacking into your account on the NeML Software.
5. You agree that you shall be fully liable and responsible for any and all unauthorised 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 NeML Software
6. You agree that you shall immediately notify NeML in writing with full details if:
 - i. you discover or suspect unauthorized access through your Username and Password or account
 - ii. you notice discrepancies that might be attributable to unauthorized access,
 - iii. you forget your Password, or
 - iv. you discover a security or technical flaw in the Site or System.
7. You shall immediately log off from the Site and System at any time that you finish accessing it.
8. 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 NeML from time to time.
9. 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 NeML from time to time.
10. You further agree that you will not initiate, promote or participate in any unfair or manipulative market practices.
11. 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.
12. 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 NeML Software 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.
13. In light of the foregoing, you declare that:
 - i. You shall be wholly responsible for all your trading decisions and trades;

- ii. You have read and understood the risks involved in trading on NeML trading platforms;
- 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;
- 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 NeML;
- v. In accordance with the mandate to NeML, you are required to pay to NeML, all outstanding trading and data services fee and in the event you fail to pay such fees within 45 days from its due date, you authorize NeML to deduct such fees from the margin money deposited with NeML without any further notice or intimation to you. In case the existing margin money available with NeML is not sufficient to collect the said outstanding trading and data services, the shortfall in the same shall be collected by NeML from you or shall be appropriated from the margin moneys deposited by you in future with NeML
- vi. you are liable to pay applicable initial margins/security deposits, withholding margins/security deposits, special margins/security deposits or such other margins/security deposits as are considered necessary by NeML or as per the Terms and Conditions applicable for any particular trade.
- vii. 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 NeML may require;

XI. DISCLAIMER -

1. By entering into the bidding process, the buyer and the seller agree and accept that the role of NeML under this contract is only confined to providing of NeML Software and carrying out activities which are necessary for settlement of trade obligation as defined in these terms and conditions. NeML does not recommend, endorse, favor or promote any buyer or seller and neither guarantees nor warrants settlement of any trade and hence is not liable for default, delay or failure by any seller/buyer in fulfillment of their trade related obligations. NeML do not implicitly or explicitly support or endorse the sale or purchase of any Commodities on the NeML Software At no time shall any right, title or interest in the Commodities bought or sold through or displayed on the NeML Software vest with NeML
2. You agree, understand and acknowledge that NeML Software is an online platform that enables you to buy and sell commodities at the price as quoted by the Seller or Buyer as the case may be. You further agree and acknowledge that NeML is only a facilitator and is not and cannot be a party to or control in any manner any transactions on the NeML Software. NeML shall not be made party to any dispute, suit, appeal, petition, application, arbitration or any other judicial or non- judicial proceedings between buyer and seller relating to any of the terms and conditions of this contract including quality and quantity of the commodities. NeML is not liable for any claims, losses or damages,

liability, or any other indirect or consequential loss or be required to indemnify any party under any circumstances in any of the disputes arising between buyer and seller or third parties. The Buyers and Sellers are advised to refer the **Risk Disclosure cum Indemnity Document** for further clarification.

3. You acknowledge and undertake that you are accessing the services on the NeML Software and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through the NeML Software. You further acknowledge and undertake that you will use the NeML Software to buy and sell Commodities only for your business purpose. NeML shall neither be liable nor responsible for any actions or inactions of buyers or sellers nor any breach of conditions, representations or warranties by the buyers and sellers nor hereby expressly disclaim and any all responsibility and liability in that regard.
4. 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 NeML 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 commodity based on such quotations or on any other information accessed on or through the NeML Software. You understand that NeML does not guarantee that it will continue to make the Information and/or NeML services available to you, whether by the same methods currently used or otherwise. You agree not to hold NeML liable for any damages arising from a discontinuation or modification of all or part of the services or information.
5. NeML shall ensure that bid/order acceptance or rejection by the system is communicated to the Registered Client within a reasonable period of time. NeML shall send electronically including without limitation, trade confirmations, 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 NeML by web posting/e-mail is deemed to be a valid delivery of such information by it.
6. All trades/ orders routed through the NeML Software shall be deemed to be unsolicited trades. NeML may set such parameters or checks in the System that may result in the NeML Software rejecting the orders of a Registered Client. Such rejection is not/would not be an indication of such client's creditworthiness but is a risk management measure undertaken by NeML. However NeML shall not be liable for any direct or indirect loss or damages caused to such client by such rejection.
7. Except as expressly set forth in this agreement, NeML 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. NeML does not warranty, guaranty, 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.
8. In addition to and without limiting the foregoing, NeML 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.

9. In addition to and without limiting the foregoing, NeML 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 NeML control.
10. NeML 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.
11. Except as otherwise provided by law, NeML 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 NeML behalf.
12. To the extent permitted by law, neither NeML nor the provider or any third party provider acting on NeML 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 NeML or any other such entity does not have control, including but not limited
 - i. 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 NeML or
 - ii. theft or
 - iii. destruction or
 - iv. unauthorized access, alteration or use of information or
 - v. incomplete/incorrect data or information provided to NeML over the site/system and/or any error in the execution of any request due to such incomplete/incorrect data,
13. NeML expressly disclaim any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability, fitness for a particular purpose, or legality of the commodities traded or transacted or the content (including pricing information and/or specifications) on the NeML Software. While necessary precautions to avoid inaccuracies in content on the NeML Software are taken, all content, information (including the price of Commodities), software, commodities, services and related graphics are provided as is, without warranty of any kind.

XII. YOUR CONDUCT

You must not use NeML Software in any way that causes, or is likely to cause, NeML Software or access to it to be interrupted, damaged or impaired in any way. You are responsible for all electronic communications and content sent from your computer and you must use NeML Software for lawful purposes only.

You must not use the NeML Software to host, display, upload, modify, publish, transmit, store, update or share any information that -

- i. is fraudulent, unethical act or in any manner which shall cause wrongful gain to you or a wrongful loss to someone else or for any such purposes;
- ii. belongs to another person and to which you do not have any right;
- iii. is defamatory, obscene, pornographic, pedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
- iv. is harmful to child;
- v. infringes any patent, trademark, copyright or other proprietary rights;
- vi. violates any law for the time being in force ;
- vii. deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- viii. impersonates another person;
- ix. threatens the unity, integrity, defense, security or sovereignty of India or friendly relations with foreign States or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting other nation;
- x. contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
- xi. is patently false and untrue, and is written or published in any form, with the intent to mislead, or harass a person, entity or agency for financial gain or to cause any injury to any person
- xii. amounts to political campaigning, commercial solicitation, chain letters, mass mailings or any "spam";
- xiii. is in connection with a criminal offense or other unlawful activity
- xiv. may cause annoyance, inconvenience or needless anxiety

NeML reserves the right (but not the obligation) to remove, refuse, delete, or edit any content that in the sole judgement of NeML violates these conditions of use and, or terminate your permission to access or use NeML Software

If you do post content or submit material, and unless we indicate otherwise, you –

- a) Represent and warrant that you own or otherwise control all of the rights to the content that you post or that you otherwise provide on or through NeML Software, as at the date that the content or material is submitted to NeML
 - i. the content and material is accurate;
 - ii. use of the content and material you supply does not breach any applicable NeML policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory);
 - iii. the content is lawful.
- b) Grant NeML and its affiliates a non-exclusive, royalty-free, irrevocable, perpetual and fully sub licensable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and
- c) Grant NeML and its affiliates and sub licensees the right to use the name that you submit in connection with such content, if they choose.

XIII. INDEMNITY

You shall indemnify and keep indemnified and hold harmless NeML, its subsidiaries, affiliates and their respective officers, directors, agents and employees, from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of your breach of these terms, warranties or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party.

You hereby expressly release NeML and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the vendors and specifically waive any claims or demands that you may have in this behalf under any statute, contract or otherwise.

XIV. CONFIDENTIALITY

NeML shall use reasonable precautions to maintain the confidentiality of the information you have provided to NeML and information you have created, inputted or developed in connection with your use of the Services. NeML may disclose such information to its employees, representatives, officers, agents, and affiliates, as well as a governmental or regulatory entity the service providers or any other third party agent or service provider-

- i. for any purpose related to the conduct of NeML 's business or to the offering, providing or maintaining of the Services,

- ii. to comply with applicable rules, orders, subpoenas or other legal process, or in order to give information to any government agency or regulatory body
- iii. for any other legitimate business purpose.

XV. TERMINATION

NeML may discontinue, suspend or modify the NeML Software at any time without notice and may block, terminate or suspend your access to the App, or any part of it, at any time without notice for any reason in its sole discretion, even if access continues to be allowed to others.

In the event it comes to the notice of NeML that you have violated any of the terms or have acted in violation with the Conduct as referred to herein, NeML shall remove/ disable any content which has been published/ uploaded by you over NeML Software. NeML reserves its right to terminate your services in the event of such violations.

Upon termination, you must cease use of the Application and remove it from all applicable Devices. However, any obligations ensued prior to such termination shall remain valid and you shall be bound to comply with such obligations undertaken on account of trading on NeML Software.

XVI. FORCE MAJEURE

NeML will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

XVII. WAIVER

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

XVIII. COMPLAINTS & DISPUTE REDRESSAL

- a. NeML and you declare and agree that the transactions executed on the NeML Software are subject to Terms and Conditions applicable to any particular trade or subject to which any commodity has been offered for trading and in absence or non-existence of the same, in accordance with the General Terms and Conditions, Special Terms, issued by NeML 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 NeML 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.

XIX. ASSIGNMENT

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

XX. COMMUNICATIONS

When you visit NeML Software, you are communicating with us electronically. You will be required to provide a valid phone number and email while placing an order with us. We may communicate with you by e-mail, SMS, phone call or by posting notices on the NeML Software or by any other mode of communication. For contractual purposes, you consent to receive communications including SMS, e-mails or phone calls from us with respect to your order or any other allied services

XXI. NOTICE

In the event of any queries, issues or disputes relating to the trade or these Terms, you may write to NeML at Ackruti Corporate Park, 1st floor, Near G.E. Garden LBS Marg Kanjurmarg (West) Mumbai - 400078 or send email at askus@neml.in. If you believe that any content on the NeML Software contains any Objectionable Content as specified under Section XII above, please notify us immediately via E-mail to the Grievance Officer:

Name: Mr. Cyrus Singaporewala

Designation: Grievance Officer

Email: grievance_redressal@neml.in

XXII. ALTERATION OF SERVICE OR AMENDMENTS TO THE CONDITIONS

NeML reserves the right to make changes to NeML Software policies, and these Terms at any time. You will be subject to the policies and Terms in force at the time that you use the NeML Software, if any of the Terms are deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining terms.

XXIII. INDEPENDENT PARTIES

You understand and agree that NeML only provides a platform to the seller and buyers for trading in commodities and no agency, partnership, joint venture or employment relationship is created as a result of these Terms and neither of us has any authority of any kind to bind the other in any respect.