

STANDARD TERMS AND CONDITIONS

1. Introduction

These terms and conditions should be read in conjunction with the Order Confirmation Form setting out the scope of work and other contract specific details relating to the Client product offering (“Order Confirmation Form”).

2. Nature of Agreement

This agreement sets out the terms and conditions which apply to the use by the Client of the name GIST Advisory or GIST Advisory Pvt Ltd, the subscription for and the use of GIST Advisory’s proprietary tools, databases, products, reports, services (including without limitation any software) available from time to time (whether on-line or otherwise) including (without limitation) those specified in the Order Confirmation Form (“the Material”).

3. Terms

3.1 These terms and conditions shall form part of the agreement constituted by our acceptance of your order. The Order Confirmation Form sets out the nature and extent of the licence granted to you (“User Licence”).

3.2 We permit you to use the GIST Advisory Trade Marks used in the Material we submit to you as part of the delivery of the project on a non-exclusive, non-transferable basis, strictly limited to the purposes contemplated by and on the terms and conditions set out in this agreement.

3.3 You may also access and use the Material available on or accessible via our website from time to time for your private personal or internal business purposes and for external use, subject to compliance with the terms hereof.

3.4 Disclaimer

GIST Advisory does not warrant the accuracy and/or completeness of the Material contained on the GIST Advisory website. None of the Material on our website constitutes any form of advice or recommendation by GIST Advisory to you and is not intended to be relied upon by you in making (or refraining from making) any specific investment or other decisions, and you should take your own advice and/or independently verify such information before relying on it. The Material (including any products made available to you pursuant to the User Licence) is provided "as is" and GIST Advisory accepts no liability and offers no warranties in relation to it and expressly excludes all representations, warranties and conditions and other terms otherwise implied (including, without limitation, any implied warranties of merchantability or fitness for a particular purpose) in relation to the Material to the extent that such can be excluded by law.

3.5 Intellectual Property Rights

The Material (including any products made available to you pursuant to the User Licence and including all designs, text and graphics and the selection or arrangement thereof, and all software and databases) provided by GIST Advisory are owned by and confidential to GIST Advisory or its licensors and protected by copyright, database rights and/or other intellectual property rights throughout the world.

All copyright, database rights and other intellectual property rights in the Material are and shall remain vested in GIST Advisory or its licensors and except as expressly provided or granted to you by GIST Advisory pursuant to the User Licence or otherwise, you will not acquire any right, title or interest in or to the Material and no such rights are or shall be implied.

Where any of the Material contains or has affixed to it GIST Advisory trade marks, trade names, notices or other proprietary marks, you may not alter, obscure, remove, interfere with or add to any of the said trade marks, trade names, notices or proprietary markings

3.6 Use of the Material

GIST Advisory grants a licence for Client to provide access to the Material to Client's end users in accordance with the licence level specified in the Order Confirmation Form.

Neither the end user nor the Client shall use the Material for any purpose other than for use internally by the Client. Use of the Material for other purposes is subject to first obtaining GIST Advisory's prior written consent.

Except as expressly provided herein or under the User Licence, you may not reproduce, modify, transmit, display, licence, create derivative works from, or sell, transfer, distribute or otherwise commercialise the Material without GIST Advisory's prior written consent.

Where permitted to do so by the licence level, an end user may distribute the Material in accordance with the scope of the licence level. An end user may distribute an insubstantial amount of the Material provided that they have first received written permission from GIST Advisory.

Where you are permitted under the terms of the relevant User Licence to use the Material for any purpose other than for use internally within you or your employer's business, you must acknowledge on such Material that they are owned by GIST Advisory and that GIST Advisory reserves all intellectual and other proprietary rights therein.

Client will comply with GIST Advisory's reasonable reporting requirements in respect of the client's use of the Material, which may change from time to time.

All use of the Material by persons who are not otherwise authorised to use them pursuant to User Licence, whether through unauthorised copying or otherwise, is strictly forbidden. You may be held responsible for any infringement of GIST Advisory's intellectual property rights that arise out of or are connected with your granting any unauthorised user access to the Material.

GIST Advisory may terminate this agreement in the event the Client undergoes a Change of Control defined as the Client entering into a change of control action (whether by merger, acquisition, reorganization, sale of all or substantially all of its assets or equity interests or otherwise) resulting in the acquisition of more than fifty percent of its voting membership interests or substantially all of its assets. The Client shall notify GIST Advisory of any Change of Control or anticipated potential Change of Control promptly upon its knowledge or awareness thereof, and shall provide GIST Advisory with sufficient documentation for GIST Advisory to evaluate such Change of Control for the purposes of exercising its right under this section.

3.7 In relation to the GIST Advisory Trade Marks:-

a) you **may** use the GIST Advisory Trade Marks used in the Material in reports, presentations and other documents in which information is presented that has been adduced from your use of the Material and, solely for these purposes, on your stationery provided that they are accompanied at all times by an acknowledgement as to their ownership and licensing hereunder in the following form (or such other form as we may direct to you in writing): "the above names, logos devices and marks are used strictly under licence and are the trade marks of GIST Advisory Pvt Ltd a private limited company registered in India CIN - U74130MH2008PTC244119 ". You **may not** use any of the GIST Advisory Trade Marks for any reason other than that specified above.

3.8 The initial term of this agreement is one (1) year from the commencement date of this agreement and shall be automatically extended for successive renewal terms of one (1) year each unless either party notifies the other in writing of its decision not to extend the term of this agreement at least thirty (30) days prior to the expiration of the term then in effect.

3.9 Either party may terminate this Agreement at any time forthwith on notice in writing to the other in the event that the other of us shall be made the subject of bankruptcy proceedings, insolvency proceedings or a liquidator, receiver, administrative receiver or administrator is appointed over all or any of its assets or following any event analogous thereto, including (without limitation) the commencement (with respect to a

person or entity in the United States) of any proceedings pursuant to Chapter 11 of the United States Bankruptcy Code.

4. Warranty

We will use all reasonable commercial efforts to ensure that the Materials are accurate in all material respects. We warrant that we have full authority, right title and power to enter into this agreement; we further warrant that we own and/or hold licences for all rights in the Material. We also hereby exclude all other warranties, express implied and all other terms, conditions, warranties, representations or endorsements whatsoever with regard to any of the Material.

5. Information you provide

5.1 You authorize us to use, store or otherwise process any information which relates to and identifies you or your business, including but not limited to any personal or business names and addresses, to the extent reasonably necessary to provide you with the Material. You also authorize us to use, store or otherwise process any data which you enter relating to the Material, in the providing of other services by GIST Advisory and otherwise as GIST Advisory, acting reasonably, believes to be lawful and in the interests of GIST Advisory and its clients (subject always to our Non-Disclosure Agreement) GIST Advisory will keep confidential all information supplied by you to us in connection with the Materials save as to the extent that such information is already or comes into the public domain or as we may be required to disclose by law. We may use your name as directed by you in relation to any publicity, press releases or publicly distributed materials (inc. but not limited to on by means of our website) for the sole purpose of identifying you as a client of GIST Advisory.

We may use your name as directed by you in relation to any publicity, press releases or publicly distributed materials (inc. but not limited to on by means of our website) for the sole purpose of identifying you as a client of GIST Advisory unless you notify us in writing that you do not wish us to do so.

6. Liability

6.1 Neither party to this agreement shall have any liability for any indirect, incidental, consequential, special or exemplary loss or damage, costs, claims or expenses, or for any loss of data, profit, revenue or business. We are not liable for any failure in, interruption to or degradation of any of the Materials caused (whether directly or indirectly) by the Client's hardware, software, interface or communications network where such failure, interruption or degradation is beyond our control or not reasonable foreseeable. If we were liable to you for any reason (Save as to the extent of any indemnity expressly given by us in this agreement) our liability will be strictly limited to the amount paid by you for the Material in the previous 12 months. You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to access and use the Material. You are responsible for implementing sufficient procedures and virus checks.

6.2 You indemnify us in respect of any and all loss, claims, damages and expenses which may be made against us or which we may incur arising from any breach by you of any of your obligations under this agreement and all legal expenses reasonably incurred by us in connection therewith.

7. General

7.1 Neither party shall be held liable to the other for any failure to perform any obligation due to causes beyond either of our reasonable control materially affecting the party in breach (such causes to include but without limitation flood, fire, adverse weather conditions, war or threat of war, commotion, industrial action, terrorist activity, lock-out, labour disputes, delays and disruptions to the internet or on-line/website access).

7.2 This agreement is made between GIST Advisory and the Client. No other persons have any rights whatsoever under this agreement.

8. Notices

You should send all notices to us by post to GIST Advisory Pvt Ltd, B1-206B Boomerang, B-Wing, 2nd Floor B Wing, Chandival Farm Road, Andheri (East), Mumbai 400 072. We will send notices to you to the postal address set out on the Order Form unless you notify us in writing in advance of any change of details. All notices given under this agreement must be in English.

9. Jurisdiction and Law

This agreement is governed by Indian law and in the event of any dispute which cannot be resolved amicably between the parties you hereby submit to the non-exclusive jurisdiction of the Courts in Mumbai without reference to conflict of law principles.

GIST Advisory Pvt Ltd

**Registered Office: B1-206B Boomerang, 2nd Floor B Wing,
Chandival Farm Road, Andheri (East), Mumbai 400 072.
CIN: U74130MH2008PTC244119**

NON-DISCLOSURE AGREEMENT

During the term of this Agreement, it may be necessary for either Party to disclose Confidential Information to the other. The terms “Disclosing Party” and “Receiving Party” refer respectively to the Party disclosing or receiving specific item/s of Confidential Information.

Both Parties hereby agree as follows in relation to Confidential Information to be exchanged for purpose of exploring mutually beneficial professional business associations (hereinafter referred to as the “Business Purpose”):

1. “Confidential Information” means any proprietary information including, but not limited to, information regardless of form, whether in oral, written, graphic, drawing, frames, print electromagnetic or other form, technical data, content or know-how relating to discoveries, ideas, inventions, concepts, software, equipment, hardware, methods, knowledge, research and development activities, know-how, network, designs, drawings, specifications, techniques, processes, models, data, source code, object code, documentation, diagrams, flow charts, pictures, film, figures, scripts, character design, moulds, business plans opportunities, business strategies, future projects or products, projects or products under consideration, procedures and information related to finances, systems, customer moves, costs, prices, customers, business and marketing techniques and plans, contracts (including this Agreement) and any other type of written document or tangible, intangible material of any nature or otherwise reflecting information which is not available to the general public, and which may be provided by either Party or by their employees, during the course of the proposed Business Purpose, which is disclosed by either Party or on its behalf, directly or indirectly, in writing, orally, or by drawings or inspection of equipment or software, to the other Party or any of its employees or agents. Confidential Information also includes any information described above which either Party obtains from the other Party or from a third party or which is treated as proprietary or confidential information. Any document or other tangible, intangible material of any nature provided by the Disclosing Party to the Receiving Party shall be deemed to be Confidential Information.

2. All Confidential Information, if in writing or other tangible form, shall be labelled as "Confidential" at the time of its delivery from the Disclosing Party to the Receiving Party identifying the information as "Confidential". Confidential Information disclosed orally or visually shall be identified as “Confidential” at the time of disclosure and shall be summarized and converted in tangible form, marked as “Confidential” and transmitted by the Disclosing Party, within 10 working days of the oral or visual disclosure. Notwithstanding the aforesaid, in the event the Disclosing Party inadvertently fails to label any “Confidential Information” while disclosing it orally or tangibly, the same shall not absolve the Receiving Party from its obligation of keeping the said information confidential under this Agreement.

3. Confidential Information of the Disclosing Party shall be treated as confidential and safeguarded hereunder by the Receiving Party unless earlier waived in writing by the Disclosing Party.

4. The Receiving Party undertakes and agrees that any Confidential Information disclosed hereunder shall be used by the Receiving Party solely for the Business Purpose and the Receiving Party will not disclose or disseminate such Confidential Information to anyone, save for those authorised employees/ personnel) who have a substantial need to know the Confidential Information in order to participate in the matter of the Business Purpose described above and who shall also be placed under similar obligations regarding confidentiality, except where the Confidential Information:

- a. is publicly available or has become generally available to the public other than as a result of a breach of this Agreement;
- b. was already lawfully known (without restriction on disclosure) to the Receiving Party (including its Authorised Employees/ Personnel) prior to its being so furnished;

- c. has become available to the Receiving Party (including its Authorised Personnel) on a non-confidential basis from a source other than the Disclosing Party unless to the knowledge of the Receiving Party such sources owes a duty of confidentiality to the Disclosing Party;
 - d. has been independently developed, by or for the Receiving Party without reference to the Confidential Information; or
 - e. is required to be disclosed to any Government department, Regulatory body, or any other Party that is entitled to know such information in accordance with legal or regulatory requirements, any applicable law, rules or regulations, professional duty provided however that, in the event of such disclosure, the Party disclosing the Confidential Information, shall to the extent legally permissible, provide prompt notice of such disclosure to the Disclosing Party to enable the Disclosing Party to seek a protective order.
5. The Receiving Party shall use all reasonable safeguards against the unauthorized disclosure of Confidential Information and shall use reasonable endeavours to ensure that all of its Authorised Employees/ Personnel having access to Confidential Information adhere to the terms of this Agreement as if they were a party hereto.
6. The Receiving Party shall not copy or reproduce the Confidential Information made known to it in the course of this Agreement other than for the Business Purpose. The Parties agree that the act of providing unauthorized access of the Confidential Information, to any third party is a violation of this Agreement. Copying or reproduction of Confidential Information, other than for the Business Purpose, shall constitute infringement of the Disclosing Party's copyrights, patents and trade secrets and a breach of Confidentiality and trust.
7. The non-disclosure obligations imposed by this Agreement shall survive in perpetuity.
8. Upon written request of the Disclosing Party, all Confidential Information in the possession of the Receiving Party shall be forthwith returned to the Disclosing Party or destroyed under conditions, which preserve the confidentiality of the Confidential Information, at the option and instructions of the Disclosing Party.
9. In case any party commits a material default or breach of its representations or warranties under this Agreement, the suffering party shall be entitled to terminate this Agreement immediately and recover any reasonable costs incurred in enforcing or protecting its rights hereunder.
10. Any failure or delay by either Party in exercising any right, power or privilege hereunder shall not constitute a waiver hereunder nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.
11. Both the parties acknowledge and agree that any unauthorized use or disclosure of the Confidential Information may be a violation of trade secrets and may constitute unfair competition breach of obligation under this agreement. Both the Parties agrees that an impending or existing violation of these confidentiality provisions or the non-solicitation provisions below would cause irreparable injury for which there is no adequate remedy at law, and agree that suffering party may be entitled to obtain immediate injunctive relief prohibiting such violation in addition to any other rights and remedies available to it.
12. This Agreement shall not be transferable by either party without the prior written consent of the other Party and this Agreement shall be binding on affiliates, subsidiaries, representatives, agents, successors and assigns of both the parties.
13. Each Party hereby warrants, represents and covenants to the other that:
- a. It has the right to enter into this Agreement and to disclose Confidential Information to the other.

- b. That it is not a party to any other agreement or under any obligation to any third party which would prevent it from entering into this Agreement and complying with the terms and conditions set forth herein; and
- c. That any material supplied by it to the other will not violate or infringe upon the trademark, patent, design or copyright or any other right whatsoever of any person, firm or corporation.

14. This Agreement supersedes any prior such agreement. The Agreement cannot be amended in any manner, modified except by a written instrument signed by authorized representatives of both Parties.

15. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

16. This Agreement shall be governed by and constructed in accordance with the laws of India. This Agreement contains the full and complete understanding of the parties and supersedes all prior agreements, understandings or agreements, whether oral or written, with respect to the subject matter hereof. Both parties acknowledge that they have entered into this Agreement on reliance only on the representations, warranties and promises specifically contained or incorporated in this Agreement and, save as expressly set out in this Agreement, neither party shall have liability in respect of any other representation, warranty or promise made prior to the date of this Agreement unless it was made fraudulently. This Agreement may not be amended, waived or modified except by an instrument in writing executed by duly authorized representatives of the parties. Any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of the terms of this Agreement or the consequences of their nullity) shall be submitted to the courts in Mumbai which has exclusive jurisdiction over such matters.

17. This Agreement may be executed and accepted electronically, which shall be deemed to be an original Agreement as in executed in person.

GIST Advisory Pvt Ltd

**Registered Office: B1-206B Boomerang, 2nd Floor B Wing,
Chandival Farm Road, Andheri (East), Mumbai 400 072.**

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