Professional Client Agreement - India INX Global Access IFSC Limited

This Client agreement, together with any Schedule(s) and accompanying documents (including the cover letter) as amended from time to time, (this "Agreement") sets out the terms of the contract between you and India INX Global Access IFSC Limited. It is, therefore, very much in your interests to read it carefully. Please let us know as soon as possible if there is anything which you do not understand.

1. **Professional Client Agreement:** This Professional Client Agreement (hereinafter referred to as the **"Agreement"**) governs the relationship between **India INX Global Access IFSC Limited** (hereinafter referred to as **"INX GA"**) located at **Unit no. 103, First Floor, The Signature, Building No. 13B, Road 1C, Zone-1, GIFT SEZ, GIFT City, Gandhinagar – 382 355, INDIA** and _____ (hereinafter referred to as the **"Client"**) located at _____. This Agreement cannot be amended or waived except in writing by an authorised signatory / authorised official of INX GA. Client acknowledges that INX GA may amend this Agreement (the "Amended Agreement") by sending a notice of the Amended Agreement by e-mail or courier / post. Client's confirmation of receipt of such notice and continued use of INX GA's services constitutes acceptance of the Amended Agreement. This Agreement supersedes any previous agreement between INX GA and _____ on the same subject matter, and takes effect when you signify acceptance of this Agreement or when you place an order for a Transaction after its receipt by you. This Agreement shall apply to all Transactions contemplated under this Agreement.

2. **No Investment, Tax or Trading Advice:** INX GA and its representatives are not authorised to provide investment, tax or trading advice or to solicit orders. Nothing on INX GA's website is a recommendation or solicitation to buy or sell securities, futures, options or other investments and / or financial instruments.

3. **Responsibility for Client Orders / Trades:** Client acknowledges that INX GA does not know whether someone entering orders with Client's user name / user ID / password is Client. Unless INX GA is notified and agrees, Client will not allow anyone to access their account. Client is required to provide an Authorised Dealers list to INX GA. Client is responsible for the confidentiality and use of Client's user name / user ID / password and agrees to report any theft / loss of such user name / user ID / password, or any unauthorised access to Client's account immediately to INX GA electronically through e-mail from the authorised email ID. Client remains responsible for all transactions entered using Client's user credentials such as user name / user ID / password. INX GA reserves the right to reject Client orders and / or block the Client's user ID / user name / password and / or to square-off / off-set Client's outstanding exposure / open positions.

4. **Order Routing:** Unless otherwise directed, INX GA will select the Market to which to route Client's Orders. If Client directs Orders to a particular Market, Client assumes responsibility for knowing and trading in accordance with the rules and policies of that Market (e.g. Trading Hours, Order Types, Contract Parameters, etc.). INX GA cannot guarantee execution of every Order at the best posted price: INX GA may not have access to every Market, other Orders may trade ahead or Market rules, decisions or system failures may prevent/delay execution of Client's Orders or cause orders not to receive the best price.

5. **Order Cancellation / Modification:** Client acknowledges that it may not be possible to cancel / modify an Order and that Client is responsible for executions notwithstanding a cancel / modify request.

6. **Order Execution:** INX GA shall execute Client Orders as agent, unless otherwise confirmed. INX GA can execute Client Orders as Principal. INX GA may decline any Client Order or terminate Client's use of INX GA services at any time in INX GA's discretion. All transactions are subject to rules and policies of relevant Markets and clearinghouses / clearing corporations / central counterparty and applicable laws and regulations**. INX GA IS NOT LIABLE FOR ANY ACTION OR DECISION OF ANY EXCHANGE, MARKET, DEALER, CLEARING HOUSE / CENTRAL COUNTERPARTY OR REGULATOR.**

7. **Confirmations**:

   7.1 Client agrees to monitor each Order until INX GA confirms execution or cancellation. Client acknowledges that confirmations of executions or cancellations may be delayed or may be erroneous (e.g. due to computer system issues) or may be cancelled or adjusted by an Exchange. Client is bound by the actual Order execution, if consistent with Client's Order. If INX GA confirms execution or cancellation in error and Client delays reporting such error, INX GA reserves the right to remove the Trade from the account or require Client to accept the Trade, in INX GA's discretion.

   7.2 Client agrees to notify INX GA immediately through written electronic communication / e-mail. if:

   (i) Client fails to receive an accurate confirmation of an execution or cancellation

   (ii) Client receives a confirmation that is different than Client's Order

   (iii) Client receives a confirmation for any order that Client did not place

   (iv) Client receives an account statement, confirmation or other information reflecting inaccurate Orders, Trades, Balances, Positions, Margin status or Transaction history.

   Client acknowledges that INX GA may adjust Client's account to correct any error. Client agrees to promptly return to INX GA any amount erroneously distributed to Client.

8. **Proprietary Trading – Display of Client Orders: INX GA will not execute Proprietary trades for itself or its Affiliates. However, it may execute Trades to Close-out positions of defaulting Clients.**

9. Trading on exchanges is in electronic mode, based on internet/leased line based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond control and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these

problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions. The Client shall not have any claim against the Exchange or the Marex Spectron or INX GA on account

of any suspension, interruption, non-availability or malfunctioning of the Broker's System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Marex Spectron/INX GA/ Exchange end for any reason beyond the control of the stock broker/Exchanges.

10. **Client qualification:** Client warrants that its application is true and complete, will promptly notify INX GA of any information changes, and authorises INX GA to make any inquiry to verify the information.

11. **Authorised Representatives:** Clients and its authorised representatives warrant that Client: (i) is authorised under its governing document(s) and in the jurisdictions in which it is established and /or regulated to enter this agreement and trade (including on margin if applicable)
(ii) is under no legal incapacity and
(iii) that persons identified to enter orders have proper authority and have sufficient knowledge and experience to understand the nature of and risks of the products to be traded.

12. **Regulated persons and entities:** Unless Client notifies to INX GA otherwise, Client represents that Client is not a Broker-Dealer, Futures Commission Merchant; or Affiliate, Associates Person or employee thereof, Client agrees to notify INX GA immediately through electronic communication / e-mail if Client becomes employed or associated with a Broker-Dealer or Futures Commission Merchant.

13. **Margin**

13.1 **Risk of Margin Trading**: Margin Trading is highly risky and may result in a loss of funds greater than Client has deposited in the account. Client represents that it has read the "Disclosure of Risks of Margin Trading" provided separately by INX GA.

13.2 **Requirement to Maintain Sufficient Margin Continuously**: Margin transactions are subject to initial and maintenance margin requirements of exchanges, clearing houses / central counterparty and regulators and also to any additional margin requirement of INX GA, which may be greater ("Margin Requirements"). INX GA MAY MODIFY MARGIN REQUIREMENTS FOR ANY OR ALL CLIENTS FOR ANY OPEN OR NEW POSITIONS AT ANY TIME IN INX GA'S SOLE DISCRETION. Client shall monitor his / her / its account so that at all times the account contains sufficient funds / cash deposit to meet Margin Requirements and may delay processing any Order while determining Margins status. Client shall maintain, without notice or demand, sufficient money at all times to continuously meet Margin Requirements. Formulas for calculating Margin Requirements on the Exchange web site are indicative only and may not reflect actual margin requirements. Client must at all times satisfy whatever Margin Requirement is calculated by the Clearing Member.

13.3 **INX GA will not issue Margin Calls:** INX GA does not have to notify Client of any failure to Margin Requirements prior to INX GA exercising its rights under this Agreement. Client acknowledges that INX GA generally will not issue margin calls; generally will not credit Client's account to meet intraday or overnight margin deficiencies; and is authorised to liquidate account position in order satisfy Margin Requirements without prior notice.

13.4 **Liquidation of Positions and Offsetting Transactions:**

i. IF AT ANY TIME CLIENT'S ACCOUNT HAS INSUFFICIENT EQUITY TO MEET MARGIN REQUIREMENTS OR IS IN DEFICIT. INX GA HAS THE RIGHT, IN ITS SOLE DISCRETION, BUT NOT THE OBLIGATIONS, TO LIQUIDATE ALL OR ANY PART OF CLIENT'S POSITION IN ANY OF CLIENTS AT ANY TIME AND IN ANY MANNER AND THROUGH ANY MARKET WITHOUT PRIOR NOTICE OR MARGIN CALL TO CLIENT. CLIENT SHALL BE LIABLE AND WILL PROMPTLY PAY INX GA FOR ANY DEFICIENCIES IN CLIENT'S ACCOUNT THAT ARISE FROM SUCH LIQUIDATION OR REMAIN AFTER SUCH LIQUIDATION. INX GA HAS NO LIABILITY FOR ANY LOSS SUSTAINED BY CLIENT IN CONNECTION WITH SUCH LIQUIDATIONS (OR IF THE INX GA SYSTEM DELAYS EFFECTING OR DOES NOT EFFECT, SUCH LIQUIDATIONS) EVEN IF CLIENT RE-ESTABLISHES ITS POSITION AT A WORSE PRICE.

ii. INX GA may allow Client to pre-request the Order of liquidation in event of a margin deficiency, but such requests are not binding on INX GA and INX GA retains sole discretion to determine the assets to be liquidated and the order/manner of liquidation. INX GA may liquidate through any market or dealer, and INX GA or its affiliates may take the other side of the transactions consistent with laws and regulations. If INX GA liquidates any /all positions in Clients account, such liquidation shall establish Client's gain/loss and remaining indebtedness to INX GA, if any Client shall reimburse and hold INX GA harmless for all actions, omissions, costs, fees (including, but not limited, attorney's fees), or liabilities associated with any such transactions undertaken by INX GA. If INX GA executes an order for which Clients did not have sufficient collateral, INX GA has the right, without notice, to liquidate the trade and Client shall be responsible for any resulting loss and shall not entitled to any resulting profit.

iii. If INX GA does not, for any reason, liquidate under-margined positions, and issues a Margin Call, Clients must satisfy such call immediately by depositing funds. Client acknowledges that even if a Margin Call is issued, INX GA still may liquidate positions at any time.

iv. Client acknowledges that INX GA also has the right to liquidate all or part of Client's positions without prior notice: (A) if any dispute arises concerning any Client trade (B) upon any "default" as described in Clause 18 below or (C) whenever INX GA deems liquidation necessary advisable for INX GA's protection

14. **Payment Netting**: If on any date the same amounts are payable under this Agreement in respect of the Client account by each party to the other, then, on such date, each party's obligations to make payment of any such amount will be automatically satisfied and discharged. If the aggregate amount that is payable by one party exceeds the aggregate amount that is payable by the other party in the same currency, then the party by whom the larger aggregate amount is payable shall pay the excess to the other party and the obligations to make payment of each party will be satisfied and discharged.

15. **INX GA's right to loan/pledge Client assets:** INX GA is authorised by Client to lend to itself or other Client securities or assets. INX GA may, without notice, pledge, re-pledge, hypothecate or re-hypothecate Client's securities and assets, separately or together with those of other Clients, for any amount due in any INX GA account in which Client has an interest, without retaining in INX GA's possession or control a like amount of assets. For loans of securities, INX GA may receive financial and other benefits to which Client is not entitled. Such loans could limit Client's ability to exercise securities' voting rights.

16. **Security interest**: All assets of any kind held by or on behalf of INX GA Client's account are hereby pledged to INX GA and are subject to a perfected first priority lien and security interest in INX GA's favour to secure performance of obligations and liabilities to INX GA arising under this or any other agreement.

17. **No restricted securities:** Unless Client has notified INX GA to the contrary, no assets held as collateral are restricted securities or securities of an issuer with which Client is affiliate, and Client will not attempt to sell such shares through INX GA without prior notice to and consent of INX GA.

18. **Event of Default:** A "Default" occurs automatically without notice upon:

    (i) Client breach / repudiation of any agreement with INX GA
    (ii) Client failure to provide assurance satisfactory to INX GA of performance of obligation, after request from INX GA in INX GA's sole discretion
    (iii) proceedings by/ against Client under any bankruptcy, insolvency, or similar law:
    (iv) assignment for the benefit of Client's creditors
    (v) appointment of a receiver, trustee, liquidator or similar or similar officer for Client or Client property
    (vi) Clients representations being untrue or misleading when made or later becoming untrue;
    (vii) Legal incompetence of Client
    (viii) Proceeding to suspend Client business or license by any regulator or organisation
    (ix) INX GA having reason to believe that any of the foregoing is likely to occur imminently.

    Client unconditionally agrees that, upon a Default, INX GA may terminate any or all INX GA's obligations to Client and INX GA shall have the right in its discretion, but not the obligation, without prior notice, to liquidate all or any part of Client's positions in any INX GA account, at any time and any manner and through any market. Client shall reimburse and hold INX GA

harmless for all actions, omissions, costs, fees (including, but not limited to attorney's fees) or liabilities associated with any Client default or any transactions undertaken by INX GA upon default.

19. **Suspicious activity**: If INX GA in its sole discretion believes that a Client account has been involved in any fraud or crime or violation of laws or regulations, or has been accessed unlawfully, or is otherwise involved in any suspicious activity (whether victim or perpetrator or otherwise), INX GA may suspend or freeze the account or any privileges of the account, may freeze or liquidate funds or assets or may utilise any of the remedies in this agreement for a "Default".

20. **Market Action:** If a Market (or Broker-Dealer or Agent or Futures Commission Merchant, acting at the request or direction of, or as a result of action taken by, a Market) or Regulatory body takes any action which affects a Client's Transaction, Client is suspended from operating and becomes insolvent, then we may take any action which we, in our discretion, consider desirable to correspond with such action or to mitigate any loss incurred or which may be incurred as a result of such action. Any such action shall be binding on you. If a Market or Regulatory body makes an enquiry in respect of any of your Transactions, you agree to co-operate with us and to promptly supply information requested in connection with the enquiry.

21. **Commodity options and futures not settled in cash:** Client acknowledges that:
    i. commodity options cannot be exercised and must be closed out by offset; and
    ii. for futures contracts that settle not in cash but by physical delivery of the commodity (including currencies not on INX GA's deliverable list), Client cannot make or receive delivery.

    If Client has not offset a commodity option or physical delivery futures position prior to the dead line, INX GA is authorised to roll or liquidate the position or any commodity resulting from the options or futures contract, and Client is liable for all losses/costs.

22. **Commissions and Fees, Interest charges, Funds:** Commissions and fees are as specified by INX GA unless otherwise agreed in writing by Authorised Representative of INX GA. Client acknowledges that INX GA deducts commissions/fees from Client accounts, which will reduce account equity. Positions will be liquidated if commissions or other charges cause a margin deficiency. Changes to commissions/fees are effective immediately upon a written notice through electronic communication / e-mail sent by INX GA to Client. INX GA shall pay credit interest to and charge debit interest from Client at interest rates and terms as specified from time to time by INX GA. Client funds will not be disbursed until after transactions are settled. Terms and conditions for deposit and withdrawal of funds (including holding periods) will be specified by INX GA from time to time through electronic communication / e-mail.

23. **Account deficits:** If a cash account incurs a deficit, margin interest rates will apply until the balance is repaid, and INX GA has the right, but not the obligations, to treat the account as a margin account. Client agrees to pay reasonable costs of collection for any unpaid Client deficit, including attorney's and collection agent fees.

24. **Risks of Foreign Markets: After Hours Trading**: Client acknowledges that trading securities, options, futures, or any product on foreign market is speculative and involves high risk, There also are special risks of trading outside ordinary market hours, including risk of lower liquidity, higher

volatility, changing prices, un-linked markets, news announcements affecting prices and wider spreads. Client represents that Client is knowledgeable and able to assume these risks.

25. **Knowledge of Securities, Warrants and Options; Corporate Actions:** Client acknowledges Client's responsibility for knowing these terms of any Securities, Options, Warrants, or other products in Client's account, including upcoming Corporate Actions. INX GA has no obligations to notify Client of deadlines or required actions or dates of meeting, nor is INX GA obligated to take any action without specific written instruction sent by Client to INX GA through electronic communication / e-mail.

26. **Quotes, Market information, Research and internet links:** Quotes, news, research and information accessible through INX GA (including through links to third party websites) (**"Information"**) may be prepared by independent Providers. The information is the property of INX GA, the Providers or their licensors protected by law. Client agrees not to reproduce, distribute, sell or commercially exploit the information in any manner without written consent of INX GA or the Providers. INX GA reserves the right to terminate access to the information. None of the information constitutes a recommendation by INX GA or solicitation to buy or sell. Neither INX GA nor the providers guarantee accuracy, timeliness, or completeness of information, and Client should consult an advisor before making investment decisions. **RELIANCE ON QUOTES, DATA OR OTHER INFORMATION IS AT CUSTOMER'S OWN RISK. IN NO EVENT WILL INX GA OR THE PROVIDERS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES ARISING FROM USE OF THE INFORMATION. THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION, INCLUDING WARRANTY OF MERCHANTABILITY, WARRANTYOF FITNESS FOR A PARTICULAR USE OR WARRANTY OF NON-INFRINGEMENT.**

27. **License to use Marex (NEON) software**: INX GA grants Client a non-exclusive, nontransferable license to use Marex Software solely provided herein. Title to Marex Software and updates shall remain the sole property of Marex including all patents, copy rights and trade marks. Client shall not sell, exchange, or transfer the Marex software to others. Client shall not copy, modify, translate, decompile, reverse engineer, disassemble or reduce to a human readable form or adapt, the Marex software or use it to create a derivative work, unless authorised in writing by Marex and INX GA. INX GA is entitled to immediate injunctive relief for threatened breaches of these undertakings.

28. **LIMITATION OF LIABILITY AND LIQUIDATED DAMAGES PROVISION**: CLIENT ACCEPTS THE MAREX SYSTEM "AS IS" AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION: TIMELINESS; FREEDOM FROM ITERRUPTION; OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USGE, COURSE OF DEALING OR COURSE OF PERFORMANCE UNDER NO CIRCUMSTANCES SHALL INX GA OR MAREX BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTALMSPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING LOSS OF BUSINESS, PROFITS OR GOODWILL. INX GA AND MAREX SHALL NOT BE LIABLE TO CLIENT BY

REASON OF DELAYS OR INTERRUPTIONS OF SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF THE MAREX SYSTEM, REGARDLESS OF CAUSE , INCLUDING BUT NOT LIMITED TO, THOSE CAUSED BY HARDWARE OR SOFTWARE MALFUNCTION; GOVERNMENTAL, EXCHANGE OR OTHER REGULATORY ACTION; ACTS OF GOD; WAR; TERRORISM, OR INX GA AND MAREX'S INTENTIONAL ACTS, CLIENT RECOGNISES THAT THERE MAY BE CAUSED INTERNIONALLY BY INX GA OR MAREX SYSTEM, INCLUDING FOR EXAMPLE, THOSE CAUSED INTENTIONALLY BY INX GA OR MAREX FOR PURPOSE OF SERVICING THE MAREX SYSTEM. **IN NO EVENT SHALL INX GA OR MAREX'S LIABILITY, REGARDLES OF THE FORM OF ACTION AND DAMAGES SUFFERED BY THE CLIENT, EXCEEDS THE HIGHEST TOTAL MONTHLY COMMISSIONS**
PAID BY CLIENT TO INX GA OVER THE 6 MONTHS PRIOR TO ANY INCIDENT.

29. **Client must maintain alternative trading arrangements**: Computer-based systems such as those used by INX GA or Marex are inherently vulnerable to disruption, delay or failure. CLIENT MUST
MAINTAIN ALTERNATIVE TRADING ARRANGEMENTS IN ADDITION TO CLIENTS INX GA FOR EXECUTION OF CLIENT'S ORDERS IN THE EVENT THAT THE INX GA OR MAREX SYSTEM IS UNAVAILABLE. Signing this agreement, Client represents that Client maintains alternative trading arrangements.

30. **Consent to accept electronic records and communications:** INX GA provides electronic trade confirmations, account statements, tax information, proxy materials and other Client records and communications in electronic form to the maximum extent permitted by applicable law. Electronic records and communications may be sent to Client's trader workstations or the Client's authorised email address. By entering into this agreement, Client consents to the receipt of electronic records and communication. Such consents will apply on-going basis and for every tax year. INX GA reserves the right to require Client to close Client account if Client withdraws consent to receiving electronic delivery of records and communications.

31. **Termination without Default:** Unless required by Applicable Regulations, either party may terminate this Agreement (and the relationship between us) by giving 30-days written notice of termination to the other. Upon terminating this Agreement, all amounts payable by you to us will become immediately due and payable including (but without limitation):
(a) all outstanding fees, charges and commissions; and
(b) any dealing expenses incurred by terminating this Agreement; and
(c) any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.

32. **Miscellaneous:**
A. This Agreement is governed by the laws of the _____ without giving effect to conflict of laws provisions. Courts _____ have exclusive jurisdiction over disputes relating this agreement, except when arbitration is provided. IN ALL JUDICIAL ACTIONS,

ARBITRATIONS OR DISPUTE RESOLUTION METHODS, THE PARTIES WAIVE ANY RIGHT TO PUNITIVE DAMAGES.

B. Client agrees to the provision of this agreement in English and represents that understands its terms and conditions. This Agreement contains the entire agreement between the parties, who have made no other representations or warranties. If any provision of this agreement is unenforceable, it shall not in invalidate other provisions. Failure of INX GA to enforce any term or condition of this agreement is not a waiver of the term/condition.

C. Client consents to recording of all telephone conversations, Client acknowledges the INX GA privacy statement and consents to collection/use of Client information as described therein.

D. Client may not assign or transfer any rights or obligations hereunder without the prior written consent of INX GA. Upon notice to Client INX GA may assign this agreement to another Broker-Dealer or Futures Commission Merchant. This agreement shall inure to the benefit of INX GA's successors and assigns. INX GA may terminate this agreement or its services to Client at any time. Client may close its account upon notice to INX GA electronically. But only after all positions are closed and all other requirements specified regarding accounting closure are satisfied.

E. Client authorises INX GA directly or through third parties to make any enquiries that INX GA considers necessary to conduct business with Clients. This may include ordering a credit report and performing other credit checks in the event of any default or breach of the obligations herein by Client. Or verifying the information Client provides against third party databases. Any information obtained is maintained in accordance with the INX GA privacy statement.

33. **Mandatory Arbitration:**

A. This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- **ALL PARTIEIS TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO TRIAL BY JURY EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
- **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING, A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
- **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- **THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD, UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR EXPLAINED DECISION HAS BEEN SUBMITTED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.**

- **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- **THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINING A CLAIM ARBITRATION.**
- **IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.**
- **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMEENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**

B. Client agrees that any controversy, dispute, claim, or grievances between INX GA, any INX GA affiliate or any of their shareholders, officers, directors employees, associates, or, agents, on the one hand, and Client or, if applicable, Client's Shareholders, officers, directors employees, associates, or agents on the other hand, arising out of, or relating to, this agreement, or any account(s) established hereunder in which securities may be traded; any transactions therein; any transaction between INX GA and Client; any provision of the Client agreement or any other agreement between INX GA and Client; or any breach of such transactions or agreements, shall be resolved by arbitration, in accordance with the rules then prevailing of any one of the following:

(i) The financial industry regulatory authority; or

(ii) any other Exchange of which INX GA is a member,

:as the true claimant-in-interest may elect. If Client is the claimant-in-interest and has not selected an arbitration forum within ten days of providing notice of Client's intent to arbitrate, INX GA shall select the forum. The award of the arbitrators, or a majority of them, shall be final, and judgement upon the award rendered may be entered in any court, state or federal, having jurisdiction.

C. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

- **The class certification is denied; or**
- **The class is decertified; or**
- **The Client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.**

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN PARAGRAPH 33. BY SIGNING THIS AGREEMENT I ACKNOWLEDGE THAT THIS AGREEMENT

CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AND THAT I HAVE RECEIVED, READ AND UNDERSTOOD THE TERMS THEREOF.

AUTHORISED SIGNATORY

I / We have read, understood and agree to the clauses set out in this Agreement. Where I / we sign in a representative capacity, I / we confirm that I / we have full power and authority to enter into this Agreement.

Authorised Signatory 1

Signed ……

Name ……

Title ……

Date ……

Authorised Signatory 2

Signed ……

Name ……

Title ……

Date ……

Executed by_____
(Name of company) in the presence of:-

Witness 1:

Signed ……

Name ……

Title ……

Date ……

Witness 2:

Signed ……

Name ……

Title ……

Date ……