



1. Warranties:

THE SERVICES AND ANY THIRD PARTY RELATED SERVICES ARE PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, BY INDIA COMPUTE INTERCHANGE PRIVATE LIMITED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR, PURPOSE, TITLE NON-INFRINGEMENT, TRADE USAGE, COURSE OF DEALING, COURSE OF PERFORMANCE AND BEST EXECUTION. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES AND ANY THIRD PARTY SERVICES ARE WITH SUBSCRIBER AND THERE IS NO GUARANTEE THAT THE SERVICES AND THE THIRD PARTY SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS, BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION.

INDIA COMPUTE INTERCHANGE PRIVATE LIMITED will employ commercially reasonable measures to prevent the transference of computer viruses, worms and all other electronic and software code that may be harmful to, or that may disrupt, Subscriber's computer, Internet communication, or data storage systems. Subscriber acknowledges that all or portions of the Services may be unavailable from time to time.

2. Clearly Erroneous Transactions Policy:

Subscriber shall be solely responsible for the accuracy and completeness of all orders transmitted to INDIA COMPUTE INTERCHANGE PRIVATE LIMITED. Subscriber has read and agrees to the terms stipulated in INDIA COMPUTE INTERCHANGE PRIVATE LIMITED's Clearly Erroneous Transactions Policy, located on INDIA COMPUTE INTERCHANGE PRIVATE LIMITED's Website (which Subscriber hereby acknowledges receipt of), and any subsequent posted amendments thereto. INDIA COMPUTE INTERCHANGE PRIVATE LIMITED agrees to provide Subscriber with commercially reasonable notice prior to the effectiveness of any material changes to INDIA COMPUTE INTERCHANGE PRIVATE LIMITED's Clearly Erroneous Transactions Policy. If Subscriber wishes to dispute a trade resulting from an erroneous order executed on Liquid, Subscriber shall comply with the requirements set forth in INDIA COMPUTE INTERCHANGE PRIVATE LIMITED's Clearly Erroneous Transactions Policy. For all such trade disputes, Subscriber must notify the INDIA COMPUTE INTERCHANGE PRIVATE LIMITED System Administrator within thirty (30) minutes of the execution of the disputed trade by telephone or facsimile transmission and by transmitting to the INDIA COMPUTE INTERCHANGE PRIVATE LIMITED System Administrator a written statement regarding the reasons for disputing the trade. Trade disputes will be investigated promptly by INDIA COMPUTE INTERCHANGE PRIVATE LIMITED, and be resolved as soon as reasonably practicable.

3. Settlement of Transactions:

Notwithstanding anything contained in this Agreement to the contrary, Subscriber agrees that it is Subscriber's absolute, unconditional, and unassignable obligation, in connection with each securities transaction effected through Subscriber's MPID on Liquid, to make and ensure timely delivery of the subject securities and/or funds if such transaction is executed by INDIA COMPUTE INTERCHANGE PRIVATE LIMITED in a manner consistent with the instructions transmitted to



Liquid at the time of order entry by Subscriber. Subscriber will promptly notify INDIA COMPUTE INTERCHANGE PRIVATE LIMITED in writing upon becoming aware of any material change in or to Subscriber's clearing arrangements.

4. No Liability for Trades:

ABSENT GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT BY IEX OR A CLAIM ARISING OUT OF INDIA COMPUTE INTERCHANGE PRIVATE LIMITED'S INDEMNIFICATION OBLIGATION SET FORTH IN PARAGRAPH 20 OF THIS AGREEMENT, SUBSCRIBER UNDERSTANDS AND AGREES THAT INDIA COMPUTE INTERCHANGE PRIVATE LIMITED IS NOT LIABLE IN ANY MANNER TO ANY PERSON (INCLUDING, WITHOUT LIMITATION, SUBSCRIBER AND ANY PERSON FOR WHOM SUBSCRIBER IS AUTHORIZED TO TRADE OR ACT) FOR THE FAILURE OF ANY PERSON ENTERING INTO A TRADE OR TRANSACTION BY MEANS OF LIQUID TO PERFORM SUCH PERSON'S SETTLEMENT OR OTHER OBLIGATIONS UNDER SUCH TRADE OR TRANSACTION. ABSENT FRAUD OR WILLFUL MISCONDUCT BY INDIA COMPUTE INTERCHANGE PRIVATE LIMITED OR A CLAIM ARISING OUT OF INDIA COMPUTE INTERCHANGE PRIVATE LIMITED'S INDEMNIFICATION OBLIGATION SET FORTH IN PARAGRAPH 20 OF THIS AGREEMENT, NEITHER INDIA COMPUTE INTERCHANGE PRIVATE LIMITED, NOR ANY OF ITS AGENTS OR LICENSORS WILL BE LIABLE FOR ANY LOSSES, DAMAGES, OR OTHER CLAIMS, ARISING OUT OF LIQUID OR ITS USE AND ANY LOSSES, DAMAGES, OR OTHER CLAIMS, RELATED TO A FAILURE OF LIQUID TO DELIVER, DISPLAY, TRANSMIT, EXECUTE, COMPARE, SUBMIT FOR CLEARANCE AND SETTLEMENT, OR OTHERWISE PROCESS AN ORDER, MESSAGE, OR OTHER DATA ENTERED INTO, OR CREATED BY, LIQUID. ANY SUCH LOSSES, DAMAGES, OR OTHER CLAIMS WILL BE ABSORBED BY THE SUBSCRIBER THAT ENTERED THE ORDER, MESSAGE OR OTHER DATA INTO LIQUID.

5. No Consequential Damages:

ABSENT GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT BY INDIA COMPUTE INTERCHANGE PRIVATE LIMITED OR A CLAIM ARISING OUT OF INDIA COMPUTE INTERCHANGE PRIVATE LIMITED'S INDEMNIFICATION OBLIGATION SET FORTH IN PARAGRAPH 20 OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL INDIA COMPUTE INTERCHANGE PRIVATE LIMITED OR ITS AGENTS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE, CLAIM OR EXPENSE, INCLUDING WITHOUT LIMITATION ANY DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON SUBSCRIBER'S CLAIMS OR THE CLAIMS OF ITS CUSTOMERS, EMPLOYEES OR AGENTS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF LIQUID, INTERRUPTION IN USE OR AVAILABILITY OF LIQUID, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. THIS PARAGRAPH WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSION AND LIMITATION.

6. Indemnification by Subscriber

Subscriber agrees to indemnify and hold harmless INDIA COMPUTE INTERCHANGE PRIVATE



LIMITED, its owners, subsidiaries, officers, directors, employees, agents, and any related persons and entities, from and against all expenses and costs and damages (including any reasonable legal fees and expenses), direct, consequential, and/or incidental in nature, claims, demands, proceedings, suits, and actions, and all liabilities resulting from, in connection with, or arising out of any failure by Subscriber, for any reason, fraudulent, negligent or otherwise, to comply with its obligations under this Agreement and for any loss or claim which may arise from a claim that one or more trades or orders in securities placed by Subscriber with Liquid were in violation of any Indian Law unless such expenses, costs, damages, claims, demands, proceedings, suits, actions, or liabilities arise from INDIA COMPUTE INTERCHANGE PRIVATE LIMITED's willful misconduct, fraud or breach of INDIA COMPUTE INTERCHANGE PRIVATE LIMITED's obligations under this Agreement.

7. Indemnification by IEX:

INDIA COMPUTE INTERCHANGE PRIVATE LIMITED agrees to indemnify, defend and hold harmless Subscriber and its subsidiaries, affiliates and its and their respective officers, directors, employees, and agents from and against all expenses and costs and damages (including any legal fees and expenses), direct, consequential, and/or incidental in nature, claims, demands, proceedings, suits, and actions, and all liabilities resulting from, in connection with, or arising out of any third party claim that INDIA COMPUTE INTERCHANGE PRIVATE LIMITED or the Services, or Subscriber's use thereof, infringes any copyright, patent, trademark, trade secret or other intellectual property right.

8. Fees:

Subscriber will pay INDIA COMPUTE INTERCHANGE PRIVATE LIMITED for use of the Services according to INDIA COMPUTE INTERCHANGE PRIVATE LIMITED's then-current Fee Schedule. Payment shall be due within thirty (30) calendar days from the receipt of the invoice. INDIA COMPUTE INTERCHANGE PRIVATE LIMITED will use commercially reasonable efforts to provide at least thirty (30) days' advance notice to Subscriber (delivered via email and/or posted to INDIA COMPUTE INTERCHANGE PRIVATE LIMITED's Website) of any changes to its Fee Schedule. Subscriber may arrange for third party billing; however, Subscriber shall be fully responsible for all payments due under this Agreement.

Failure to make payments within thirty (30) calendar days from receipt of the invoice may result in suspension or termination of this Agreement. Subscriber agrees to pay INDIA COMPUTE INTERCHANGE PRIVATE LIMITED a late charge in the amount of one percent (1%) per month on all past due amounts that are not the subject of a legitimate and bona fide dispute.

9. Taxes:

Subscriber shall assume full and complete responsibility for the payment of any taxes, charges or assessments including service tax imposed on Subscriber by any Indian national or local



government bodies, or subdivisions thereof, and any penalties or interest (other than income taxes imposed on INDIA COMPUTE INTERCHANGE PRIVATE LIMITED's revenue) relating to the provision of the Services to Subscriber.

10. Notices:

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if and when delivered by electronic mail, hand, overnight courier (signature required), or mailed, certified or registered mail return receipt requested with postage prepaid, to the address of Subscriber or INDIA COMPUTE INTERCHANGE PRIVATE LIMITED listed below, or to such other person or address as Subscriber or INDIA COMPUTE INTERCHANGE PRIVATE LIMITED may furnish in writing in accordance with this paragraph.

Any such notices or communications shall be sent to: INDIA COMPUTE INTERCHANGE PRIVATE LIMITED If

INDIA COMPUTE INTERCHANGE PRIVATE LIMITED, then to:

INDIA COMPUTE INTERCHANGE PRIVATE LIMITED
c/o Adam Zeck, CEO
303, Samanvay, 31 Arundoday Society, Alkapuri,
Vadodara 390 007 Gujarat, India.

If to Subscriber, then to:

Subscriber Name _____
Street Address _____
Street Address 2 _____
City/State/ZipCode _____

Each Party shall provide to the other Party, with five (5) calendar days' prior written notice, the occurrence of any of the following events: (i) a name change; (ii) a change in control; or (iii) a material change in business structure. Each Party shall provide immediate written notice to the other Party in the event of any voluntary or involuntary filing by or against Subscriber under any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect. Such information shall be treated as confidential by the receiving Party.

11. Arbitration:

Each Party agrees that any controversy arising out of or relating to Subscriber and INDIA COMPUTE INTERCHANGE PRIVATE LIMITED will be resolved and settled by arbitration under the Indian Law. Judgment upon arbitration may be entered in any court, in Vadodara, Gujarat jurisdiction.

12. Termination of the Agreement:

Subscriber or INDIA COMPUTE INTERCHANGE PRIVATE LIMITED may terminate this Agreement or any part of the Services upon twenty (20) days' written notice to the other Party. In addition, either Party may terminate the Agreement if: (1) the other Party has breached any material term of this Agreement and fails to cure such breach within five (5) business days after written notice thereof; provided, however, that INDIA COMPUTE INTERCHANGE PRIVATE LIMITED may, upon notice to Subscriber, immediately suspend the Services to Subscriber in the event that any portion of Paragraph 11 of this Agreement ceases to be accurate; (2) Subscriber is engaged in activities that have resulted in or are likely to cause a loss or impairment of functionality of Liquid for other Subscribers (e.g., by sending illegitimate or erroneous orders that may disable the proper functioning of Liquid); or (3) Subscriber is retransmitting or republishing INDIA COMPUTE INTERCHANGE PRIVATE LIMITED market data without the prior approval of INDIA COMPUTE INTERCHANGE PRIVATE LIMITED. Subscriber will continue to be obligated to pay charges incurred up to and including the date of termination of the Agreement and to accept transactions already effected on its behalf by Liquid. Provisions that, by their nature, should survive termination of this Agreement and/or the Services, shall survive (including, without limitation, Paragraphs 17, 18, 19, 20, 24, 27 and 33).

13. No Agency or Employment Relationship

Nothing in this Agreement shall constitute either Party, its officers, directors, representatives, customers or affiliates, as the employee, broker, partner or agent acting for or on behalf of the other Party.

14. Force Majeure:

Neither Party to this Agreement will be liable for delay or failure to perform its obligations hereunder (other than a failure to pay amounts when due) caused by an event that is beyond the Party's reasonable control, including, without limitation, fire, flood, earthquake, storm or other like event, act of public enemy, act of terrorism, act of any military, civil or regulatory authority, change in any law or regulation, power or utility outage or problem, strike, labor problem or other cause, whether similar or dissimilar to any of the foregoing; provided, however, that such Party will not have contributed in any way to such non-performance and the other Party has been notified of the force majeure event.

15. Assignment of the Agreement:

This Agreement may not be transferred or assigned by Subscriber without the prior written consent of INDIA COMPUTE INTERCHANGE PRIVATE LIMITED. This Agreement, and all the terms hereof, will be binding upon Subscriber's successors and permitted assignees. INDIA COMPUTE INTERCHANGE PRIVATE LIMITED may, upon notice to Subscriber, transfer or assign its right to sponsor the Services and/or this Agreement to an affiliate of INDIA COMPUTE INTERCHANGE PRIVATE LIMITED upon notice to Subscriber. In the event INDIA COMPUTE INTERCHANGE PRIVATE LIMITED transfers its rights to sponsor or operate the Services to an affiliate, this Agreement shall be transferred and assigned by INDIA COMPUTE INTERCHANGE PRIVATE LIMITED to such affiliate, and such affiliate shall be bound by the provisions hereof.



Subscriber may, in its sole discretion, elect to terminate this Agreement immediately upon notice of the Agreement's transfer, in which event Subscriber shall have no further obligation to INDIA COMPUTE INTERCHANGE PRIVATE LIMITED save for any fees outstanding as of the date of termination of the Agreement.

16. Amendment of Agreement:

Except as otherwise provided herein, no provision of this Agreement and any schedules or attachments, which are a part hereof, may be amended, modified or waived unless by an instrument in writing executed on behalf of each of the Parties by their respective duly authorized officers.

17. Severability of the Agreement:

Each provision of this Agreement will be deemed to be effective and valid under applicable law, but if any provision of this Agreement is determined to be invalid, void, or unenforceable under any law, rule, administrative order or judgment of India Compute Interchange Private Limited, that determination will not affect the validity of the remaining provisions of this Agreement.

18. Counterparts of the Agreement:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

19. Entire Agreement:

This Agreement sets forth the entire agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written agreements, arrangements and understandings including, without limitation, any agreement with Subscriber for the Services.

20. Governing Law:

This Agreement will be deemed to have been made in the State of Gujarat and city Vadodara and will be construed, and the rights and liabilities of the Parties determined, in accordance with the Indian laws.

IN WITNESS WHEREOF, the Parties hereto have caused this Subscriber Agreement to be executed by their duly authorized officers as of the Effective Date.

SUBSCRIBER

INDIA COMPUTE INTERCHANGE PRIVATE LIMITED