

NeML TERMS AND CONDITIONS

A. KRISHIVEDH ONLINE SERVICES TERMS AND CONDITIONS OF USE

I. INTRODUCTION

The website <https://direct.neml.in/SpotLite/> and the mobile application for private trades (hereinafter collectively referred to as “KRISHIVEDH ®”) is operated by NCDEX e Markets Limited (NeML) having its registered office at 1st Floor,101 &101 T, Ackruti Corporate Park, LBS Marg, Kanjur Marg (W), Mumbai- 400078. Please read this NeML Online Services Terms and Conditions of Use document carefully before using KRISHIVEDH. All the transactions and trades for sale/purchase of commodities entered into through KRISHIVEDH 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 KRISHIVEDH, you signify your assent and unequivocal agreement to be bound by the Terms contained herein, and also be bound by, guidelines, circulars and notifications issued by NeML and 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 KRISHIVEDH, you will be required to become a Participant of NeML as per the norms prescribed by NeML. Post becoming NeML Participant, 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 becoming NeML 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 circulars, guidelines prescribed by NeML or Rules/Regulations prescribed by any statutory or regulatory authority/body.

III. PRIVACY

Please review Privacy Policy of NeML, which also governs your use of KRISHIVEDH, to understand our privacy practices. The personal information / data provided to us by you during the course of usage of KRISHIVEDH will be treated as strictly confidential and in accordance with the Privacy Policy and applicable laws. 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 Terms of Use and our Privacy Policy. If you object to your information being transferred or used, please refrain from using KRISHIVEDH.

IV. ACCESS TO KRISHIVEDH

NeML will on a best effort basis ensure that the services on/to KRISHIVEDH 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 KRISHIVEDH 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.

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 you as NeML Participant, or suspend your 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 KRISHIVEDH and the services rendered through it.

Changes in these Terms will be effective when posted. Your continued use of KRISHIVEDH, the services and the content published after any changes to these Terms are posted will be considered acceptance of the changes.

NeML may terminate, change, suspend or discontinue any page/functionality or aspect of the Website / Mobile App without any notice whatsoever.

V. CONDITIONS TO BE ADHERED WHILE TRADING ON WEBSITE / APP

V.I. General

1. Trade can happen 24 hours through Website/App or as specified by NeML from time to time
2. Trade would occur on KRISHIVEDH whereby buy and sell orders are matched on price-time- priority and on any other parameter/s put in place by the NeML from time to time. The order acceptance and matching would be in multiples of minimum tradable lot.
3. Offers for sale & purchase of specified commodity can be made in a minimum lot size mentioned in KRISHIVEDH.
4. The unit of price quotation shall be as mentioned in KRISHIVEDH. The orders/trades will be on delivery basis as mentioned in KRISHIVEDH and will be quoted on the basic rate i.e. exclusive of all taxes and levies.
5. All trade positions shall have to be settled by giving and taking delivery of the commodity traded.
6. The Buyers/Seller shall not be permitted to square-off their sell or buy positions. The Participant shall be permitted to modify the buy/sell quotes till the time of matching of the order on the KRISHIVEDH.
7. Short selling of commodities shall not be allowed on KRISHIVEDH. An initial margin as specified on the trading screen shall be charged from the Seller/Buyer towards their respective trade position. The percentage of margin amount towards trade position shall be as deemed and decided by NeML and shall also be subject to revision at the discretion of NeML.
8. Orders once entered on the platform would remain on the platform unless, cancelled, modified or expired. Orders to the extent not matched can be cancelled anytime. Open orders are automatically cancelled as per the order input parameters by the initiator.
9. When you place an order to purchase a Commodity, you will receive a notification confirming placement of your order. The notification is acknowledgement that you have placed your order on KRISHIVEDH however and does not confirm acceptance of your offer. The order will be deemed accepted when any party accepts your order of buying and selling of commodities. Your contract is with the other party and you confirm that the order placed by you is for business purpose only. You authorize us to declare and provide declaration to any governmental authority on your behalf stating the aforesaid purpose of the commodities ordered by you on KRISHIVEDH. You can cancel your order for a product at no cost any time before the order is matched and accepted.
10. The Seller and Buyer shall complete their respective trade obligations within the specified time limits as mentioned in KRISHIVEDH i.e. all trade positions shall result in compulsory delivery i.e. the buyer shall have to take delivery and the seller shall have to give delivery of the physical commodity.
11. The location for delivery of commodities pursuant to trades on KRISHIVEDH shall be at delivery location specified in KRISHIVEDH.
12. The buyer and seller shall be required to submit and complete the KYC process initiated by NeML so as to be entitled to trade on KRISHIVEDH. By submitting identity and address proof as well as such other documents as may be required by

NeML from time to time, buyer and seller expressly and unconditionally for online/offline verification of their respective identity as well as for receiving promotional messages from NeML.

V. II Important Details To Be Entered For Buy/Sell

All the below details have to be entered in KRISHIVEDH provided by the concerned buyer or seller while generating buy/sell offer.

- **Associate:** In KRISHIVEDH the Participant shall have an option to trade using the services of an Associate (Person/Entity) registered as such with NeML. The Associate's primary role shall be to facilitate completion of the trade and ensuring settlement of the trade, i.e. getting the buyer for seller stock, resolving disputes with regards to quality, quantity and payment. The Associate shall also be responsible for hassle free settlement of the trade without any disputes. NeML shall in no way be responsible with respect to any dispute or issues with respect to the Associate under any circumstances whatsoever.

If you choose to trade through an Associate, then please select "Yes" and enter the Associate's Registered ID or his name. Select "No" if you do not wish to trade through an Associate.

- **Cash Discount:** Cash discount means the discount offered by Seller on the sale price. Buyer has the option to enter the cash discount expected while initiating a buy offer.
- **Commodity Name:** Seller or buyer shall select the name of the commodity to put up for sale from the dropdown list. (In case the commodity name is not reflected in the list, please inform the NeML representative to add the same.)
- **Delivery Mode** – Buyers and Sellers may choose one of available delivery modes for their order. Order matching happens only if delivery modes match.
- **Delivery Date:** The date on which the seller is ready to deliver the goods.
- **Location** – Location specifies districts wherein the Warehouse is located for lifting of the commodity in case of Ex-Warehouse and FOR. Buyers and seller may choose one available location/locations in the app or website. Matching happens only if locations match.
- **Order Expiry:** Number of days the offer will be active on this platform
- **Payment Terms:** 100 % Payment (Including applicable taxes and NeML transaction charges) Buyers and seller shall choose PRP (Pre-payment) - Before Delivery but Matching happens only if Payment terms match.
- **Price:** The expected price in Rupees per Quintal/Metric Tonne/Kg/KL/Unit etc. as per the Agri and Non-Agri commodities is required to be entered.
- **Quantity:** The Quantity in Metric Tonnes (MT), Units, Quintals, Kgs etc. for sale/buy offer is required to be entered.

- **Quality Parameters:** Seller & Buyer needs to mention the quality specifications of the stock offered (For e.g. Moisture, Package, Warehouse location etc.). and can add up to 13 parameters.
- **Side:** This gives an indication whether its a sell or a buy offer.
- Trade Types:
 - a) **Direct Match** – This is a two-step process wherein the seller or buyer offer their stock and the other party/parties matches it. The initiator has the option to put maximum quantity & minimum bid quantity with price in the application while offering the bid and the other party has the option to match the maximum quantity or the minimum bid quantity in multiples. The other party does not have the option to change the price. Once trade is matched in the system, delivery is a must.
 - b) **Discretionary Match** – This is three-step process wherein the seller or buyer offer their stocks and other party/parties has only option to change the quantity but not the price. Once the quantity & price is offered by the parties, it's the initiator's discretion to confirm the party/parties with whom he would like to do trade. Once trade is matched in the system, delivery is a must.
 - c) **Negotiable Price** – This is a four-step process. Once the offer is initiated multiple parties can put their offer quantity and price. In this process, once the initiator allocates a party's offer the opposite party also needs to confirm the trade. Once trade is matched in the system, delivery is a must.
- **Save Template Button:** This option gives the comfort to save the template and use the same without selecting all the details again. This is commodity, Delivery mode, location, Payment Term & Trade type specific (means these fields cannot be changed). Delivery date, Order Expiry, Quality Parameters, Quantity & Price are the only fields which can be changed.
- **Submit Button:** This button allows user to submit his/her offer to all the clients on KRISHIVEDH.

V.III. Delivery Modes and Terms

The delivery modes applicable for the trades conducted are listed below.

- **Ex-Warehouse:** The lifting is at the location specified in the offer by the Seller. Buyer has to arrange for Transportation. The quantity recorded at the weighbridge would be final. Once the vehicle leaves the specified location with the stock, buyer cannot claim on quality or quantity. In case of any dispute, NeML shall endeavor to activate the discounting matrix for settlement. Settlement calculation will always be done as per the loading point quantity (As per weighbridge slip). The discounting matrix is mentioned as Annexure I.

- **ENWR (Electronic Negotiable Warehouse Receipts):** It is similar to Ex-Warehouse delivery mode. In this delivery mode the buyer has the option to continue to store the stocks at the same warehouse after the trade is completed, if not interested to take delivery immediately.
- **Ex-Warehouse 80-20:** . Under this option, the buyer would be responsible for arranging transportation and lifting the stock from the seller's location. Seller shall input the weighbridge quantity at his location and the same shall be confirmed by the buyer. Once the buyer does the first confirmation, 80% of trade value shall be paid out to the seller. However, it shall be the responsibility of the buyer to verify the stock before the same leaves the seller's location. Upon the vehicle reaching the buyer's location, buyer is required to do the second confirmation for the balance 20% payout to be done to the seller.

In case of any dispute with regards to quality or quantity, buyer needs to choose the 'Report an issue' upon which the remaining 20% shall be held back until the dispute is resolved between the buyer and seller.

Claim shall be settled as per the discount matrix (Annexure I) or the matrix mentioned in the specified offer. Seller or buyer may go in for third party assaying to settle issues pertaining to the quality of the stock. NeML will designate a NABL (National Accreditation Board for Testing and Calibration Laboratories) accredited assaying agency for assaying of the stock at the instance of the parties. All costs and charges pertaining to such assaying shall be borne by the party, who defaulted in adhering to the quality parameters as evidenced by the report of the assayer. The report of the third party assayer shall be considered to be a final and conclusive evidence of the quality parameters and the party in default shall ensure to take all such steps to cure the default. .

Final settlement calculation shall be done as per the loading point quantity (As per weighbridge slip, uploaded in KRISHIVEDH).

- **FOR (Freight on Delivery / Delivery at Buyer specified location):** Seller needs to deliver the stock at specified location mentioned in the Offer or agreed by the both the parties. The quality and quantity will be checked at the delivery point by the buyer. In the event of the quality & quantity dispute, both the parties agree to a settlement as per the mutually agreed discounting matrix. Settlement calculation will always be done as per unloading point quantity (As per weighbridge slip).
- **FOR-Fixed Price** - Seller delivers the stock at the buyer specified location mentioned in the Offer or agreed. Buyer & Seller agrees for a fixed price before the dispatch. The quality and quantity will be checked at the delivery point and in case any dispute will be updated accordingly.

V. IV SELLER AND BUYER CONDITIONS

V.IV. 1 Seller Conditions

- a. Seller covenants that he holds a clear and marketable title to the commodities placed for sale on the NeML platform and the same is free of any charge, lien or third-party claims.

- b. Seller shall, place sell order through KRISHIVEDH as per the contract specifications mentioned on KRISHIVEDH.
- c. For a sell order, limit price indicates the minimum price at which the seller is willing to sell.
- d. Seller may at his discretion, modify the price and/or quantity any time for his order by cancelling the live order and generating a new one before the trade is concluded.
- e. Seller needs to update the actual quantity delivered in the fulfilment module available on KRISHIVEDH upon completion of the delivery.
- f. Upon receipt of sale proceeds from the Buyer, NeML shall pay out to the Seller based on the actual quantity delivered, payment is done on the same day of updation by the buyer or latest by next working day. In case of Ex-warehouse 80-20 option , partial payment of 80% of trade value shall be paid out to the seller post the 1st confirmation of the weighbridge quantity at seller location is made by the buyer and remaining 20% shall be paid after buyer receives and confirms the stock at his location. Seller shall input the weighbridge quantity at his location and the same shall be confirmed by the buyer. The Seller shall make available the specified commodity as per delivery conditions and timelines mentioned in KRISHIVEDH.
- g. The Seller's responsibility shall cease once the goods are delivered and accepted by Buyer and no claim of any sort from the Buyer will be entertained thereafter.

V.IV.2 Buyer Conditions

- a. Buyer shall, place order through KRISHIVEDH as per the specifications mentioned in KRISHIVEDH. For a buy order, limit price indicates the maximum price at which the Buyer is willing to buy.
- b. Buyer shall have to ensure sufficient margin balance as prescribed by NeML, in the settlement account for execution of trade. The Buyer shall ensure that funds towards such margin are transferred through payment gateway to the settlement bank account of NeML and allocate towards margin balances. In the event of shortage of funds, trade shall not be executed in KRISHIVEDH.
- c. Buyer can modify quantity and price quoted or may also withdraw any buy order before the order is matched /executed on the automated KRISHIVEDH.
- d. After the matching of quotes, the buyer shall bring the full payment as per the obligation under particular trade.
- e. The buyer shall take delivery of commodities made available by the seller as per the timelines and location mentioned in KRISHIVEDH
- f. The profile of the buyer/buyer's representative will have to be created by the buyer in the Fulfilment module, prior to taking physical delivery.
- g. At the time of taking delivery the buyer's authorized representative shall submit such Identification proof as mandated by NeML from time to time.
- h. In ex-Warehouse delivery mode, after loading at the ex-Warehouse the buyer has to confirm the quantity accepted and loaded in fulfillment Module at <https://direct.posttrade.neml.in>.
- i. In case of Ex-warehouse 80-20 delivery mode, the buyer needs to confirm twice, to make the 80% and 20% payment to the seller.
- j. In Freight on Delivery Mode, buyer has to confirm the quantity delivered and

accepted at the specified location in fulfillment Module.

- k. The Seller's responsibility shall cease once the goods are delivered and accepted by Buyer and no claim of any sort from the Buyer will be entertained thereafter.

V.V. Deposit/Withdrawal & Transfer Of Funds:-

- a. The respective registered Buyers and Sellers shall deposit funds for margin or sale proceeds with NeML by way of RTGS/NEFT or electronic fund transfer, in settlement account using the unique virtual account number informed by NeML to the concerned Participant.
- b. NeML would recognize only those funds balances, which are available in the NeML settlement account and received from Participant using the unique virtual account numbers.
- c. The bidder should intimate NeML for the transfer of funds through the fulfillment module on <https://directposttrade.neml.in> in the manner as prescribed by NeML.
- d. Participants will be able to participate in the trade process only if requisite EMD is available in the EMD Account of that Participant with NeML.
- e. Withdrawal requests for the free funds balance of the Participant in the NeML settlement account can be placed online through the fulfillment module.
- f. The request for withdrawal of funds from the Settlement a/c will be processed within 2 bank working days.

V.VI. Non-Performance of Trade Obligation

Seller and Buyer agree that time is the essence towards completion of their obligations for a successful trade and shall abide with the timelines as detailed under Annexure II. Failure to confirm to the timelines shall lead to such strictures and penalties as laid down herein under or as specified by NeML from time to time.

A. Buyer non-performance:

- a) Failure by buyer to bring in the pay-in amount payable towards the purchase consideration within the specified time line shall be treated as non-performance by buyer.
- b) Further failure to arrange for a vehicle at sellers' location and/or take delivery of the Commodities within the specified time line without any valid and acceptable reason shall also be treated as buyer non-performance.
- c) In case of buyer nonperformance, the EMD and/or sale proceeds,(as the case may be), shall be forfeited and NeML may levy such penalty/compensation as deemed fit Levying of charges/ penalty is in addition to such disciplinary action as may be taken by NeML.

B. Seller non-performance:

- a) Failure by seller to make available commodities at the specified location within the specified time frame and as per specified quality

and quantity as detailed in Annexure II shall be treated as non-performance by Seller.

- b) Seller denies/delays to deliver the goods or short delivers the goods or failure to replace the goods within the specified timelines after the same are rejected on account of quality parameters shall also be treated as Seller non- performance.
- c) In case of seller nonperformance, the EMD amount, if any, deposited by the seller shall be forfeited and NeML may levy such penalty/compensation as deemed fit. Levying of charges/ penalty is in addition to such disciplinary action as may be taken by NeML.

VI. APPLICABLE CHARGES AND TAXES

- a) NeML shall levy transaction fees of 2% for perishable commodities and 0.25% for non-perishable commodities plus applicable GST on the total trade value or such percentage as may be specified by NeML from time to time.
- b) In case of default by the buyer/seller of non-perishable commodities, the transaction fees together with applicable GST shall be deducted by NeML from the EMD of the defaulter and balance EMD shall be transferred to the non-defaulting party by NeML. NeML transaction charges will be calculated on the total value of the trade and the balance amount will be transferred to the non-defaulting party.
- c) In case of default by the seller/buyer of non-perishable commodities, NeML will charge the transaction charges from the defaulting party only (Will not charge the non-defaulting party). NeML transaction charges will be on the complete traded quantity, even if it's a partial quantity default.
- d) Wherever applicable, NeML shall in accordance with the extant law, deduct/levy such tax/charges on such transactions/ trades ensued on KRISHIVEDH.

VII. INTELLECTUAL PROPERTY RIGHTS

KRISHIVEDH, NeML, THE NeML LOGO and other marks indicated on our KRISHIVEDH are registered trademarks of NeML. KRISHIVEDH'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 KRISHIVEDH are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by NeML.

VIII. LICENSE FOR KRISHIVEDH'S ACCESS

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 KRISHIVEDH 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.

KRISHIVEDH 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

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

IX. NeML SOFTWARE TERMS

- a. The Terms found here 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 KRISHIVEDH (the "NeML Software"). You may use NeML Software solely for purposes of enabling you to use KRISHIVEDH as provided by NeML, and as permitted by the Terms.

- b. 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.

- c. 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.

- d. 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. DISCLAIMER

- a. 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 KRISHIVEDH 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 KRISHIVEDH. At no time shall any right, title or interest in the Commodities bought or sold through or displayed on the KRISHIVEDH vest with NeML

- b. You agree, understand and acknowledge that KRISHIVEDH 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 KRISHIVEDH. 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.
- c. You acknowledge and undertake that you are accessing the services on the KRISHIVEDH and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through the KRISHIVEDH. You further acknowledge and undertake that you will use the KRISHIVEDH 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.
- d. 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 KRISHIVEDH. While necessary precautions to avoid inaccuracies in content on this KRISHIVEDH 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.

XI. YOUR CONDUCT

You must not use KRISHIVEDH in any way that causes, or is likely to cause, KRISHIVEDH 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 KRISHIVEDH for lawful purposes only. You must not use KRISHIVEDH to host, display, upload, modify, publish, transmit, store, update or share any information that

- 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;
- belongs to another person and to which you do not have any right;
- 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;

- is harmful to child;
 - infringes any patent, trademark, copyright or other proprietary rights;
 - violates any law for the time being in force;
 - 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;
 - impersonates another person;
 - 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;
 - contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
 - 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
 - amounts to political campaigning, commercial solicitation, chain letters, mass mailings or any "spam";
-
- is in connection with a criminal offense or other unlawful activity
 - 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 KRISHIVEDH.

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 KRISHIVEDH, 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.

You agree to indemnify NeML and its affiliates for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any

of these warranties.

- 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.

XII. 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 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.

XIII. TERMINATION

NeML may discontinue, suspend or modify the Website/App 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 these 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 Krishivedh. NeML reserves its right to suspend/terminate you as a Participant 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 Website/Application

XIV. 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.

XV. 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.

XVI. COMPLAINTS & DISPUTE REDRESSAL

I. Disputes between the Parties

- a) Any dispute arising between the Seller and the Buyer relating to trade/transactions ensued on the website/application or anything relating thereto including interpretation of any of the clauses of this contract shall be referred to NeML for resolution of the dispute. However, such dispute shall be brought to the notice of NeML latest by, on or before 7 days from the date of dispute after which NeML shall not entertain any reference in that regard.
- b) Dispute Resolution Mechanism Related to Quality:
 - i. NeML shall to the best extent possible, but without prejudice or liability, endeavor to resolve any disputes with respect to the quality between the buyer and seller. The aggrieved party shall raise the dispute within 24 hours of the event giving rise to the dispute. In the event of quality issues remaining unresolved even after diligent efforts between the parties, NeML shall appoint an independent assayer after recovering the costs of such assaying in advance from the party raising the dispute.
 - a. In respect of the **Ex- warehouse Delivery**, samples shall be drawn at the warehouse. If the lab result is in accordance with the quality parameters as specified in the offer, buyer needs to pay the assaying charges and lift the stock. If the buyer is still not ready to accept the stock after assaying result, NeML will forfeit the buyer EMD and pay seller after deducting applicable charges and taxes on the transaction. In the event the lab results do not meet the quality specifications as specified in the offer, seller needs to pay the assaying charges and supply the quality of stock mentioned in the offer failing which his EMD will be forfeited and paid to the buyer by deducting NeML charges.
- c) **Quantity dispute mechanism Ex-warehouse:** The weighment done at the loading point will be considered final and buyer cannot claim any dispute after delivery. Any dispute thereafter shall not fall within the purview of NeML Dispute Resolution Mechanism
- d) The Parties to the trade shall use their best efforts to settle amicably all disputes arising out of or in connection with the trade shall be referred to NeML, who shall use its best efforts and endeavor to solve the disputes in accordance with these terms and conditions as accepted and agreed by both

the Parties. However in the event the Parties are unable to arrive at any mutually agreeable terms or settle the disputes as arisen between them, in such an event , the aggrieved party shall refer the matter for arbitration in accordance with the Arbitration and Conciliation Act, 1996. The Parties shall not make NeML, a party to any such disputes before the Arbitrator.

II. Disputes with NeML

- i. In the event the participants have any disputes with the terms of trade, interpretation of terms or issues regarding the services on KRISHIVEDH, the Participant on KRISHIVEDH shall first write to NeML at the email/address mentioned under the Notice Clause below. NeML shall endeavor to resolve the grievance to the satisfaction of the Participant in accordance with the terms of this agreement. However, in the event of any unresolved dispute pertaining to the services as rendered by NeML over KRISHIVEDH platform, in such event, the Participant and NeML would be at liberty to refer such dispute to Arbitration of a Sole Arbitrator as appointed by NeML at its absolute discretion.
 - ii. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, including any amendments from time to time. The Language of arbitration shall be English and the venue of arbitration shall be Mumbai. The initial cost of Arbitration shall be borne by the both the parties equally and the final cost shall be as decided by the Arbitrator. However, both the Parties shall bear their own expenses of contesting and defending the Arbitration proceedings (including Advocate fees).
- a. The courts situated at Mumbai to the exclusion of all other courts shall have jurisdiction to entertain the disputes relating hereto.

XVII. **COMMUNICATIONS**

When you visit KRISHIVEDH, 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 KRISHIVEDH or by any other mode of communication. For contractual purposes, you consent to receive communications including SMS, e- mails, other messaging services or phone calls from us with respect to your order.

XVIII. **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 KRISHIVEDH contains any Objectionable Content as specified under Section XI above, please notify us immediately via E-mail to the Grievance Officer:

Name: Mr. Cyrus Singaporewala
Designation: Grievance Officer
Email: grievance_redressal@neml.in

XIX. ALTERATION OF SERVICE OR AMENDMENTS TO THE CONDITIONS

NeML reserves the right to make changes to KRISHIVEDH, 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 website/application 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.

XX. 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.

ANNEXURE I

Discounting Matrix for Perishable and Non-Perishable Commodities

| S. No | Parameters | Range 1 | Rebate | Range 2 | Rebate | Range 3 | Rebate | Status Maximum/Accept/Buyers option/Reject) |
|-------|------------------------------------|---------|--------|-------------|--------|-------------|--------|--|
| 1 | Moisture (% by wt) Max | >=1% | 0.50% | >=1% - <=2% | Max 2% | >=2% - <=3% | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 2 | Foreign matter (% by wt) Max | >=1% | 0.50% | >=1% - <=2% | Max 2% | >=2% - <=3% | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 3 | Other edible (% by wt) Max | >=1% | 0.50% | >=1% - <=2% | Max 1% | >=2% - <=3% | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 4 | Damaged (% by wt) Max | >=1% | 0.50% | >=1% - <=2% | Max 1% | >=2% - <=3% | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 5 | Weevilled (% by count) Max | >=1% | NIL | >=1% - <=2% | Max 1% | >=2% - <=3% | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 6 | Admixture (% by wt) Max | >=1% | 0.50% | >=1% - <=2% | Max 1% | >=2% - <=3% | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 7 | Immature & Shriveled (% by wt) Max | >=1% | 0.50% | >=1% - <=2% | Max 1% | >=2% - <=3% | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 8 | Aflatoxin % | >=1% | NIL | >=1% - <=2% | | >=2% - <=3% | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 9 | Uric Acid % | >=1% | NIL | >=1% - <=2% | | >=2% - <=3% | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 10 | Curcumin % | <=1% | NIL | >=1% - <=2% | | >=2% - <=3% | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 11 | Defective Rhizomes (% by wt) Max | >=1% | NIL | >=1% - <=2% | Max 1% | >=2% - <=3% | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 12 | Oil % | <=1% | NIL | 1% - <=2% | Max 1% | 2% - <=3% | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 13 | Protein | <=1% | NIL | 1% - <=2% | Max 1% | 2% - <=3% | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 14 | Fibre | <=1% | NIL | 1% - <=2% | Max 1% | 2% - <=3% | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 15 | Visible Color | - | - | - | - | - | - | Greater than range 3 is direct reject/not acceptable |
| | | | | >=1% - <=2% | Max 1% | >=2% - <=3% | | |

| | | | | | | | | |
|----|-------------------------|----------------------|-------|-------------------------|--------|-------------------------|--------|--|
| 16 | Split by Max | (% wt) $\geq 1\%$ | NIL | $\leq 2\%$ | | | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 17 | Length by Max | (% wt) $\leq 1\%$ | 0.50% | 1% - $\leq 2\%$ | 0.50% | 2% - $\leq 3\%$ | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 18 | Width by Max | (% wt) $\leq 1\%$ | 0.50% | 1% - $\leq 2\%$ | 0.50% | 2% - $\leq 3\%$ | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 19 | Fungus by Max | (% by wt) $\geq 1\%$ | 0.50% | $\geq 1\%$ - $\leq 2\%$ | Max 1% | $\geq 2\%$ - $\leq 3\%$ | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 20 | Seed Size by Max | (% by wt) $\geq 1\%$ | 0.50% | $\geq 1\%$ - $\leq 2\%$ | Max 1% | $\geq 2\%$ - $\leq 3\%$ | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 21 | Weight by Max | (% wt) $\geq 1\%$ | 0.50% | $\geq 1\%$ - $\leq 2\%$ | Max 1% | $\geq 2\%$ - $\leq 3\%$ | Max 3% | Greater than range 3 is direct reject/not acceptable |
| 22 | Size by Max | (% wt) $\geq 1\%$ | 0.50% | $\geq 1\%$ - $\leq 2\%$ | Max 1% | $\geq 2\%$ - $\leq 3\%$ | Max 3% | Greater than range 3 is direct reject/not acceptable |

ANNEXURE II

| Quantity | Free Lifting Period |
|---|---------------------|
| Upto 250 MTs | 10 Working Days |
| 251 To 500 MTs | 12 Working Days |
| 501 To 1000 MTs | 15 Working Days |
| 1001 To 2000 MTs | 20 Working Days |
| 2001 To 3000 MTs | 25 Working Days |
| Above 3000 MTs | 30 Working Days |
| (Working days means Warehouse working days) | |

B. RISK DISCLOSURE DOCUMENT CUM UNDERTAKING

THIS DOCUMENT SHOULD BE READ BY EACH AND EVERY PROSPECTIVE PARTICIPANT BEFORE ENROLLING AS A PARTICIPANT OF NCDEX e MARKETS LIMITED (NeML).

(A) RISK DISCLOSURE DOCUMENT

NeML has not passed the merits of participating on the NeML trading platforms but has passed the adequacy or accuracy of this disclosure document. This brief statement does not disclose all of the risks and other significant aspects of trading on NeML trading platforms.

- (1) NeML is only acting as a service provider for the buying and selling of the Goods as contemplated in the respective trade. By entering the trade, the PARTICIPANT acknowledges that NeML shall not be held responsible for any loss that he/she/they may suffer as a consequence of the trade or non-adherence of any of these terms and conditions by any party.
- (2) NeML and/or its employees, representatives, affiliates or directors provides no guarantee of profit or of avoiding losses when trading.
- (3) The PARTICIPANT should undertake the transactions/trades only if it understands the nature of the contracts (and contractual relationships) into which the PARTICIPANT is entering and the extent of the PARTICIPANT's exposure to risk. Before the PARTICIPANT begins to trade, he/it should make himself/itself aware of the charges, fees and other charges for which it will be liable as these charges may affect the PARTICIPANT's net profit (if any) or will increase its loss. The PARTICIPANT should carefully consider whether trading is appropriate for it in light of his experience, objectives, financial resources and other relevant circumstances including risk assessment and anticipation awareness. In case of any adverse consequences or loss resulting from execution of contracts, NeML or any other authority shall not be responsible and no PARTICIPANT shall allege that no adequate disclosure was made.
- (4) NeML does not advise any PARTICIPANT about the merits of a particular transaction or give him any form of investment advice and the PARTICIPANT acknowledges that the services do not include the provision of investment advice in the underlying commodities. The PARTICIPANT is aware that he/it is entering into transactions at its sole discretion and take relevant decisions based on his own judgement. The PARTICIPANT represents that he/it has sufficient knowledge, market sophistication, professional advice and experience to make his/its own evaluation of the merits and risks of any transaction. NeML gives no warranty as to the suitability of the products traded and assumes no fiduciary duty in its relations with the PARTICIPANT.
- (5) The PARTICIPANT shall be solely liable to duly apprise itself/himself of any legal, tax or other matters relating to any transaction. The PARTICIPANT should seek independent expert advice if he is in any doubt as to whether he may incur any tax liabilities.
- (6) NeML offers electronic trading facilities, which are computer-based systems for order

routing, execution, matching, registration or clearing of contracts. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The PARTICIPANT's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, and/or NeML. Such limits may vary and the PARTICIPANT must make itself aware of details in this respect. NeML shall not be held responsible or liable for any failure of computer systems, telecommunication network and other equipment of the PARTICIPANT or any failure of network connectivity. NeML shall also not be held responsible for any misuse, mishandling, damage, loss, defect etc. with respect to access to the NeML trading system.

- (7) NeML shall not be responsible or liable for payment of any outstanding amount of the Buyer and that the Seller shall have no remedy against NeML, its directors, officers and employees for non-payment by the Buyer.
- (8) NeML may, from time to time and at its discretion, provide the PARTICIPANT directly or through its circulars or newsletters which it may post on its website or provide to subscribers via its website or the trading platform or otherwise) with information, recommendations, news, market commentary or other information but not as a service. Where it does so,
 - NeML gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related transaction,
 - the information does not amount to investment advice or financial promotions
 - if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the PARTICIPANT agrees that he will not pass it on to any such person or category of persons,
 - The PARTICIPANT accepts that prior to dispatch, NeML may have acted upon it itself to make use of the information on which it is based. NeML does not make representations as to the time of receipt by the PARTICIPANT and cannot guarantee that he will receive such information at the same time as other PARTICIPANTS.
 - It is understood that circulars, guidelines, market commentary, news, or other information provided or made available by NeML are subject to change and may be withdrawn at any time without notice.
- (9) Rumors about agri or non-agri commodities at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The PARTICIPANT understands that he/it should be wary of and should desist from acting on rumors.
- (10) The PARTICIPANT should familiarize itself with the methodology, process and provisions with which the deposited money, in form of cash, fees, margins, security deposits, transaction charges or for any other means, is handled by NeML in general and specifically should make itself aware of the events in which the deposited money in any form would be lost, eroded, forfeited or lien marked. In case of any dispute with the PARTICIPANT, the same shall be subject to dispute resolution process as stipulated in the contract or in absence of the same, as stipulated by NeML from time to time.
- (11) NeML shall be entitled to forfeit any and all the funds, amounts, deposits or other sums available with NeML and due to the PARTICIPANT or lying to the credit of the PARTICIPANTS in such events or contingencies as may be stipulated in the terms and conditions subject to which any commodity has been offered for trading or as may be decided by NeML from time to time;
- (12) The PARTICIPANT may be barred, suspended or terminated, permanently or temporarily by NeML on its own or as per instructions received in this regard, with or without assigning any reasons, with or without issuing prior notice, at any point of time from participating in trading activities in the following scenarios in which case the decision of NeML shall be final and binding, as under:
 - Default of PARTICIPANT vis-à-vis payment obligation, default, delivery default or default in submitting margins, security deposit or performance guarantee or any other default in fulfilling their trade obligations for trades;
 - Non-Payment of Fees, or any other charges prescribed by NeML;
 - The conduct of the PARTICIPANT is such which in the opinion of NeML is detrimental or harmful to trades conducted by NeML and/or to the market at large or to trading

activities;

- (13) In case of a Force Majeure event such as acts of sabotage, acts of God, earthquake, subsidence, flood, tempests, pandemic, epidemics, quarantine restriction; serious industrial disputes, strikes or lockouts, fires, explosions, shipwrecks, civil war, war or hostilities whether declared or not, terrorism, act of the public enemy including but not restricted to block of passage, riots, interference by military authorities etc., NeML may not be in a position to arrange for the execution of PARTICIPANT'S Orders or fulfil its obligations under the contract or agreement with the PARTICIPANT. As a result, the PARTICIPANT may suffer financial loss. NeML will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under the contract where such failure, interruption or delay is due to such a Force Majeure event.

(B) INDEMNITY CUM UNDERTAKING

I/We agree and understand that for smooth and efficient running of NeML systems, processes and procedures, safeguarding interests of NeML and the PARTICIPANT and with an objective of risk mitigation, certain indemnities/undertakings needs to be furnished by me/us which shall be unequivocally and unconditionally agreed upon by me/us as under:

1. I/We undertake that any change in the composition of the PARTICIPANT company, firm or a body corporate, shall be promptly notified to NeML;
2. I/We shall at all times, comply with the, Circulars, Notices, Guidelines, Notifications and Instructions, present and well as future, so as to ensure continuity as a PARTICIPANT;
3. I / We shall at all times adhere to the GENERAL TERMS AND CONDITIONS and SPECIAL TERMS AND CONDITIONS pertaining to trading, clearing, settlement and risk management systems of NeML as well as all statutory and regulatory authorities, agencies and local bodies like Mandis, municipal corporations etc. and shall indemnify and reimburse NeML against all liability and implications in the event of such noncompliance;
4. I/We shall deal in only those goods which are not stolen / encumbered and the title to the goods belongs to me/us.
5. I / We shall deal in only levy, cess and tax paid goods on NeML platform at all times and shall be totally responsible for adhering to local compliances of Mandi Boards and shall ensure that all its licenses are valid and subsisting at all times of his PARTICIPANTSHIP with NeML;
6. I / We undertake to comply and maintain all records, information, records, books of accounts and documents pertaining to all dealings and trades on NeML platform for such number of years as per statutory requirements and shall agree to adhere to all inspections by NeML or any authority and agree to provide all reports and data whenever called for;
7. I/We shall follow and comply with such orders whether being in the nature of a disciplinary action and/or penalty or otherwise, as may be issued by NeML, in the event of the we are found to have committed any violation of any circulars / notices/directives prescribed by NeML or any other violation of terms and conditions subject to which any commodity has been offered for trading.
8. I/We shall pay all fees, costs, charges and expenses as prescribed by NeML from time to time.
9. I/We undertake to keep the password in strict confidence and secrecy and shall not disclose the same to any person and I/We undertake that we shall be bound by all transactions and trades done on the NeML trading platform by use of password and/or trading ID or user ID.
10. I/We agree and undertake that the fees, security deposits, other monies and any additional deposits paid, whether in the form of cash, bank guarantee or otherwise, to NeML, shall be subject to a first and paramount lien for any sum due to NeML and all other claims against me/us for due fulfillment of engagements, obligations and liabilities arising out of or incidental to any dealings made subject to the terms and conditions of contracts of NeML. NeML shall be entitled to adjust or appropriate such fees, deposits and other monies for such dues and claims, to the exclusion of the other claims against the me/us, without any reference to the me/us.
11. I/We shall indemnify NeML against any loss or damage including liabilities arising out of failure to comply with any or all of the Clauses of the NeML Risk Disclosure Document. Further, I/We agree and accept to indemnify and keep NeML indemnified from all the claims, losses or expenses (including but not limited to legal expenses) that NeML may incur/suffer as a result of any dispute between Buyer and Seller.
12. I/We, hereby declare and undertake that I/We are neither been declared defaulter, barred,

suspended or blacklisted by any Stock Exchange, SEBI, Commodity Exchange ,APMC, nor related or associated with any other entity/person who have been declared defaulter, barred, suspended or blacklisted.

13. I/We agree that the trade confirmation for sale of Goods shall upon dispatch of such Goods, be deemed to be an offer made by the Seller to sell the Goods and upon acceptance of delivery by the Buyer, the offer shall be deemed to have been accepted by the Buyer to buy the Goods on the Terms and Conditions mentioned in the Contract Note. Once offer is made and accepted, the Seller and Buyer shall be deemed to have entered into a valid and binding contract enforceable in the court of law.
14. I/We undertake that in case of default in payment of sale proceeds to NeML, NeML shall be entitled to initiate necessary civil and criminal legal action against the PARTICIPANT for recovery of due amount before the appropriate legal forum, though NeML is not responsible or liable for payment of any outstanding amounts of the Buyer.
15. I/We shall provide the Buyer all necessary invoices and other documents for payment to be received from the Buyer. The PARTICIPANT agrees that any delay in payment shall attract interest @18% p.a. for the delayed period.
16. I/We agree and understand that all claims, differences or disputes between the PARTICIPANTS interest arising out of or in relation to the trade executed through NeMLPlatform or anything incidental thereto or in pursuance thereof or relating to interpretation, fulfilment or the rights, obligations and liabilities of the parties thereto shall be subject to NeML's dispute resolution process. As a part of the dispute resolution process, NeML shall, on a best effort basis, take steps to resolve the issues and differences between the Buyer and Seller within 60 days from date of receipt of issues and differences. In case the dispute remains unresolved or any of the Party is unsatisfied by the decision taken by NeML, such disputes shall be referred to local courts within the jurisdiction of the either Seller, Buyer or NeML in accordance with the prevailing laws.
17. I/We agree and understand that notwithstanding anything contained above, all disputes arising out of or in connection with or in relation to any matter or deal under this trade or any matter incidental thereto to which NeML is a party or is made a party, shall be subject to the exclusive jurisdiction of the courts in Mumbai only to the exclusion of all others and all the parties concerned shall be deemed to have submitted to the jurisdiction of Mumbai Courts only.
18. I/We further acknowledge that NeML shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the contract. Both seller and buyer shall completely absolve NeML from any consequences resulting out of this document and further any disputes between buyer and seller shall have to be resolved by them as per dispute resolution process mentioned above.
19. I/We understands and agree that NeML may share my/our personal data and information with its business partners, affiliates and such third parties as may be deemed necessary for facilitating certain services to the PARTICIPANT. By providing assent to this document, PARTICIPANT hereby expressly agrees and authorizes NeML to share its personal information subject to adherence to the Data Protection laws under the Information Technology Act, 2000 and its amendments from time to time as well as the Rules framed thereunder. For the purpose of this Undertaking, "Data Protection Legislation" means the applicable legislation and regulations relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual including (without limitation):
 - (i) The Information Technology Act, 2000 (as amended from time to time), including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("Privacy Rules") and any other applicable rules framed thereunder;
and
 - (ii) Any other Applicable Laws in force solely relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual. "Personal Data" shall have the same meaning as ascribed to the term 'Sensitive Personal Data or Information' under the Privacy Rules (as amended from time to time).

I/We, the Undersigned, have read and understood the above mentioned Risk Disclosure Document as well undertaking cum Indemnity provisions contained herein and agree and accept, unconditionally and unequivocally, to abide by the contents therein.

C. TERMS AND CONDITIONS OF COMMODITY PARTICIPANT FOR NAFED

(APPLICABLE ONLY FOR NAFED PARTICIPANTS)

1. The Participation granted to the Participant shall be valid unless terminated, suspended or withdrawn.
2. Participation is specifically granted for participation in e-auctions conducted by NeML for NAFED stocks only.
3. Participant shall comply with all such requirements, existing and future with regard to and in connection with the applicant's admission and continuation as a Commodity Participant and agrees to provide necessary/additional documents, if any, required by NeML in this regard.
4. Participant agrees to be bound by the terms and conditions applicable to and subject to which any commodity is offered for trading on the NeML trading platform and shall also adhere to/comply with the General Terms and Conditions of NeML as amended from time to time.
5. Participant agrees and accepts that the Commodity Participation granted by NeML may be withdrawn, suspended, terminated or cancelled by NeML, at its own discretion, at any point of time, or the Commodity Participant may be barred from participating in trading activities under any of the following circumstances and that the Undersigned shall be bound by the decision taken by NeML in this regard:
 - i. Any type of Default by Commodity Participant including payment obligation default, delivery default or default in submitting margin, security deposit or performance guarantee for trades conducted through NeML trading platform;
 - ii. Non-Payment of NeML charges and fees;
 - iii. Commodity Participant violating any terms and conditions of the Participation;
 - iv. Any other circumstances as may be deemed fit by NeML.
6. Participant shall register and comply with all applicable statutory, regulatory, central or state government and/or local body authority's requirements including GST and/or Mandi Authority(ies) as required under any law.
7. If any difference/dispute arises between the Participant and NAFED/NeML in respect of any transaction/trade conducted through NeML platform, the same shall be settled to the extent provided in the Terms and Conditions subject to which any commodity has been offered for trading.
8. Participant shall not do or refrain from doing any act which is detrimental to the trading activity carried out on NeML trading platform.
9. NeML shall be entitled to forfeit any and all the funds, amounts, deposits or other sums of Participant available with NeML in such events or contingencies as may be stipulated in the terms and conditions subject to which any commodity has been offered for trading.
10. NeML shall not be held responsible or liable for any failure of computer systems and other equipment or any failure of network connectivity during trading sessions.
11. Participant hereby declares that he has neither been declared defaulter by any Exchanges or SEBI nor committed any financial embezzlement nor has been prosecuted by any court of law for any financial offences.

I/We, the undersigned do hereby agree, understand and accept the above mentioned terms and conditions and provisions therein and unequivocally and unconditionally agree to abide by the same.

D. CONSENT LETTER (ENWR)

(APPLICABLE ONLY FOR FARMERS WITH e-NWR)

I am a farmer and have my own agricultural stock deposited at the warehouse and an e-NWR is issued in my name against the stock deposited. The stocks deposited at the warehouse have not been pledged in favour of any bank/financial institution/private money lenders (i.e. there is no lien on it).

I hereby provide my express consent to NeML to facilitate the sale of my stock underlying the eNWR, for successful completion of sale process and I agree to deliver my stock to the Buyer by completing all the necessary process, formalities and documentation required for transfer of e- NWR in the name of Buyer.

The quantity and price at which the sale shall take place in the portal shall be accepted by me and under no circumstances shall I make a demand to cancel the trade once concluded in the portal.

E. CONSENT LETTER (WITHOUT ENWR)

(APPLICABLE ONLY FOR FARMERS WITHOUT e-NWR)

I am a farmer and have agricultural stock owned by me deposited at the warehouse/make-shift warehouse and the same are not pledged in favour of any bank/financial institution/private money lenders (i.e. there is no lien/charge on it).

I hereby provide my express consent to NeML to help and facilitate the sale of my stocks for successful completion of sale process, I agree to deliver my stock to the Buyer by completing all the necessary process, formalities and documentation required for transfer of stock in the name of Buyer.

The quantity and price at which the sale shall take place in the NeML portal shall be accepted by me and under shall I make a demand to cancel the trade, once concluded in the portal. In case of any default by me, I hereby agree and understand that the EMD deposited with NeML shall be forfeited by it without any recourse or reference to me.

F. UNDERTAKING (APPLICABLE TO ASSOCIATES)

I/We have represented to NeML that I/We have the necessary experience, infrastructure and facilities for rendering services to the participants, servicing and ensuring a hassle free delivery and settlement to all the participants, who participate in the commodity market.

I/We have applied for registering as an 'Associate' with NeML for rendering services over NeML's KRISHIVEDH platform and am/are executing the present undertaking in furtherance of the same. This Undertaking shall constitute a legal, valid obligation of the Applicant and bind me/us to all the covenants as appearing hereinafter-
On being appointed as an Associate I/ we hereby undertake and agree as follows:

I. OBLIGATIONS

1. I/We have the required experience, infrastructure and facilities for onboarding participants, participant servicing and ensuring a hassle-free deliverable to all the participants registered over NeML's KRISHIVEDH platform.
2. I/We shall make commercially reasonable efforts and adequate business time and attention to identify potential participants and introduce such potential participants to NeML.
3. I/We shall act in accordance with the scope, process and directives as laid down by NeML and shall not do or act in contraventions of such directives.
4. I/We alone shall be responsible to provide the services and resolve any disputes that arise between the buyer and the seller on the KRISHIVEDH Platform.
5. I/We shall not refer the participant to NeML's competitors or shall not do any act that would persuade the participant to participate/on board with the competitors of NeML.
6. I/We shall not do or cause to do any act that is against the prescribed process and against the Bonafide interests of the participants.
7. I/We agree that we shall co-operate in redressing grievances of the participants in respect of transactions routed through it and in removing objections for bad on account of quality/quantity issues or short delivery of commodities, rectification of bad or short deliveries, payment related grievances etc. in respect of commodities delivered/to be delivered or received/to be received by the participant.
8. I/We shall ensure faster settlement of any disputes arising out of the transactions ensued between the participants on KRISHIVEDH Platform
9. Information about default in payment/delivery and related aspects by the Participants shall be brought to the notice of NeML.

II. TERM AND TERMINATION

I/We undertake and agree that

- i. NeML shall be at liberty to terminate the appointment/association at any point in time without cause or assigning any reason whatsoever
- ii. I/We shall terminate the association with NeML only with prior written notice of 30 days or such period as may be approved or mutually agreed upon by NeML.
- iii. I/We shall render all the requisite services as agreed by him/it during the notice period without any demur.

III. **CONFIDENTIALITY**

1. NeML may disclose to me/us, either orally or in any recorded medium, information comprising or relating to its / or its affiliates, business partners, sister concerns, group companies: techniques, schematics, designs, contracts; financial information; financial parameters, charges, estimates, quotes rates of service avenues, sales and marketing plans, business plans, participants; participant data; business affairs; operations; strategies; inventions; methodologies; technologies; employees; subcontractors; pricing; service proposals; methods of operations; procedures; products and/or services (“Confidential Information”). Confidential Information shall include all non-public information furnished, disclosed or transmitted regardless of form.
2. I/We undertake not to use the Confidential Information in any way that is directly or indirectly detrimental to the NeML or its subsidiaries or affiliates and shall not disclose the Confidential Information to any third party without the express written consent of NeML.

IV. **FORCE MAJEURE:**

- i. I/We undertake that in the event of any Force Majeure event they shall immediately notify NeML of the details and the impact of the Force Majeure and work in good faith and to make best endeavors towards taking steps to remedy the damage caused if any.
- ii. I/We agree that delays caused by flood, earthquakes and other natural disasters, acts of God, riots, terrorism, pandemic, insurrection, war, acts of any Governmental Authority, or direction from any statutory or judicial or quasi- judicial authority or body, acts of the public enemy, civil commotion, strikes, epidemic or quarantine restriction shall be treated to be Force Majeure events.

V. **REPRESENTATIONS AND WARRANTIES**

I/We hereby represent, warrant, assure, confirm, covenant and undertake to NeML as under:

- (a) I/We have full power, capacity and authority to execute, deliver and perform this Agreement and have taken all necessary action (corporate, statutory, contractual or otherwise) to authorize the execution, delivery and performance of this Agreement.
- (b) There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgment or decrees of any nature made, existing, or pending against the Applicant which may prejudicially affect the due performance or enforceability of this Undertaking, or any obligation, act, omission or transactions contemplated hereunder.
- (c) Once in every 12 months or whenever there is a change thereto, whichever is earlier, I/We shall submit all valid identity proofs and address proofs together with such other documents as may be required by NeML for validation and records without demur. I/We alone shall be liable for all claims, liabilities or cause of action arising from any party upon NeML for any acts or omissions caused by me/us.

vi. **INDEMNITY**

- i. I/We undertake to defend, indemnify and hold NeML and its directors, shareholders, officers and employees from and against any actions, claims, demands, proceedings, suits, losses, liabilities, damages, judgments, settlements and expenses, including reasonable attorney fees and legal expenses incurred or suffered by NeML (its directors, shareholders, officers and employees) arising out of or resulting from
 - a) any breach of this Undertaking or breach of the terms of appointment or scope of services that the I/We may be required to undertake in furtherance to mine/our appointment as an Associate with NeML or
 - b) breach of any of any representation and warranty contained in this Undertaking, or
 - c) breach of any covenants, undertakings or obligations of the contained herein or occasioned
 - d) as a result of any action or proceeding initiated by any participants of KRISHIVEDH (including but not limited to any Government Authority) against NeML due to any fraudulent or unlawful act committed by me/us.

vii. **PROPREITARY RIGHTS**

I/We undertake not to use and shall disallow my/our employees, agents and sub-contractors from using the name, trademark or logo of NeML and/or KRISHIVEDH in any emails, sales, marketing publication, advertisement, or other publication without consent of NeML.

viii. **RELATION**

I/We understand and agree that any association with NeML is on a principal to principal basis and does not constitute to be a Principal –Agent relationship. The services provided to NeML and the participants of KRISHIVEDH are as an independent service provider and NeML shall not be held liable for any acts that are done by me/us in its independent capacity, which are not in accordance with the terms of appointment or scope of the services or this Undertaking.

ix. **ASSIGNMENT**

I/We undertake and agree not to assign or transfer its rights or obligations under this Undertaking or the Appointment or the scope of services without prior written consent of NeML.

x. **GOVERNING LAW AND DISPUTE RESOLUTION**

I/We undertake and agree that this Undertaking and services rendered to NeML and the participants on KRISHIVEDH in furtherance to the appointment by NeML shall be governed by and construed in accordance with the laws of India and Courts at Mumbai alone shall, have exclusive jurisdiction to settle disputes arising out of the breach of the undertaking, terms of appointment and the respective schedules.

xi. **Penny drop Services:**

NeML may, through its third party verification agency, verify the correctness and authenticity of the Bank account details provided by the Participant and for the said

purpose, your Bank account details will be verified by dropping Re.1 into your Bank account. Your application will be further processed only upon the said verification and shall be repeated again in case of any requests for change in particulars made to NeML in respect of your existing Bank account.

Since in terms of “The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, sharing of your Bank account details constitute Personal Information, you specifically understand and agree to allow NeML to share your Bank account details with third party verification agency appointed by NEML for this purpose. Your sharing of the said Personal Information shall be governed by the Privacy Policy displayed on the website of NeML.