



INVESTOR ONBOARDING AGREEMENT

PLEASE GO THROUGH THIS INVESTOR ONBOARDING AGREEMENT (THIS “**INVESTOR AGREEMENT**”) PRIOR TO ACCESSING KUNJI OR AVAILING SERVICES (*DEFINED BELOW*) USING KUNJI. BY REGISTERING, ACCESSING OR OTHERWISE CONTINUING TO BROWSE AND USE KUNJI TO AVAIL THE SERVICES, THE INVESTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES TO COMPLY WITH, ABIDE BY AND BE BOUND BY ALL THESE OBLIGATIONS AS STIPULATED IN THIS INVESTOR AGREEMENT, WHICH TOGETHER READ WITH THE PRIVACY POLICY AVAILABLE AT www.kunji.io AND ANY OTHER VARIATIONS OF THE LINKS AVAILABLE ON THE KUNJI (“**PRIVACY POLICY**”); AND ANY OTHER APPLICABLE POLICIES, TERMS OF USE FOR VISITORS ON KUNJI (COLLECTIVELY REFERRED AS “**TERMS AND CONDITIONS**”) GOVERN YOUR USAGE OF KUNJI. THIS INVESTOR AGREEMENT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN THE INVESTOR AND COMPANY WHILE AVAILING THE SERVICES THROUGH KUNJI AND THE INVESTOR MAY BE SUBJECT TO ANY POSTED GUIDELINES OR RULES APPLICABLE TO KUNJI. ALL SUCH GUIDELINES OR RULES ARE HERBY INCORPORATED BY REFERENCE INTO THIS INVESTOR AGREEMENT. BY USING OR ACCESSING KUNJI, THE INVESTOR DE-FACTO AGREES TO THE FOLLOWING INVESTOR AGREEMENT. THE INVESTOR ALSO REPRESENTS THAT IT HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS INVESTOR AGREEMENT. THIS INVESTOR AGREEMENT SHALL GOVERN THE COMPANY’S RELATIONSHIP WITH THE INVESTOR IN RELATION TO THE USAGE OF KUNJI AND AVAILING THE SERVICES PROVIDED THROUGH KUNJI.

THE COMPANY AND THE INVESTOR SHALL HEREINAFTER BE SINGULARLY REFERRED TO AS A “**PARTY**” AND COLLECTIVELY AS THE “**PARTIES**”.

This electronic record is generated by a computer system and does not require any physical or digital signatures.

THE INVESTOR ACKNOWLEDGES THAT INVESTING IN CRYPTO ASSETS, CRYPTOCURRENCIES AND OTHER DIGITAL ASSETS (COLLECTIVELY “**DIGITAL ASSETS**”) INVOLVES A HIGH DEGREE OF RISK. DIGITAL ASSETS ARE SUBJECT TO CONSTANT AND FREQUENT FLUCTUATIONS IN VALUE, AND THE VALUE OF YOUR DIGITAL ASSETS MAY INCREASE OR DECREASE AT ANY TIME. ACCORDINGLY, THE INVESTOR MAY SUFFER A COMPLETE LOSS OF THE FUNDS. THE INVESTOR ACKNOWLEDGES THAT THE INVESTOR IS SOLELY RESPONSIBLE FOR DETERMINING THE NATURE, SUITABILITY, AND APPROPRIATENESS OF THESE INVESTMENT RISKS.

IF YOU DO NOT AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS CAPTURED IN THIS INVESTOR AGREEMENT, PLEASE DO NOT USE KUNJI.

WHEREAS,



- A. The Company, has developed a proprietary platform, hosted at www.kunji.io , which allows the Investors (defined below) to invest in Digital Assets (defined below) by signing up with DAMs (defined below) and contributing to a Digital Asset Pool (defined below) actively managed by such DAM.
- B. The Investor has represented that it is at least eighteen (18) years of age or of legal age in the applicable territory to be bound contractually by this Investor Agreement, in its territory of residence and has authorized the DAM to trade in Digital Assets and actively manage the Digital Asset Pools.
- C. Based on the representation made by the Investor, the Company has allowed the Investor to access the Services, through Kunji.

DEFINITIONS AND INTERPRETATION

Words shall have the meanings given to them in this Agreement, including without limitation as set out below:

Applicable Law	means any and all applicable laws, statutes, orders, rules, treaties, decree, regulations, directives, data protection laws, other rules made under or to be made under any statute, or guidelines, whether local, national, international or otherwise existing from time to time, together with any other similar instrument having a legal effect in the relevant circumstances;
Digital Assets (“DA”)	Means Cryptocurrencies, Crypto Assets, Non-Fungible Tokens, other Digital Assets collectively known as Digital Assets;
Digital Asset Manager (“DAM”)	Shall mean the entity having expertise in trading, investment and management of Digital Assets, trading in Digital Assets via Kunji and having the capability to manage the Digital Asset Pools and investing the Digital Assets on behalf of Kunji for the benefit of the Investor;
Digital Asset Pools (“DAP”)	means such portfolios of Digital Assets that are actively managed by the DAM to reflect different investment goals and risk profiles, as determined by the DAM in its sole discretion.
Investor	means the user of Kunji, who avails the Services offered by Kunji, the Investor avails the Services and invests in the DAPs which are actively managed by the DAMs.



<p>Company Materials</p>	<p>means, with respect to Company, collectively, software, literary works, other works of authorship, specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, programming tools, documentation, reports, drawings and work product, whether tangible or intangible and shall include Kunji;</p>
<p>Confidential Information</p>	<p>all information provided by the disclosing party to the receiving party, whether oral or written, technical or commercial know-how (including all specifications, inventions, processes, initiatives, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties) to the receiving party and relating to the either party's business, finance or technology, know-how, Intellectual Property Rights, including Kunji, Services, Investor personal information, Investor data and information relating to management, financial, marketing, technical and other arrangements, either Party's dealings and methods of dealings with existing and prospective Investors, proprietary information and such other information or operations of any subsidiary, person, firm, or organization associated with that Party where the information is:</p> <ul style="list-style-type: none"> a. identified or not identified as confidential at the time of disclosure; or b. ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure;
<p>Service Fees</p>	<p>Means the fees deducted by Kunji for facilitating the Services and shall be a percentage of the DAM Fees;</p>
<p>Force Majeure</p>	<p>means an event or sequence of events beyond a party's reasonable control (which could not reasonably have been anticipated and avoided by a party) preventing or delaying it from performing its obligations hereunder, including without limitation war, revolution, terrorism, riot or civil commotion, or reasonable precautions against any such; strikes, lock outs or other industrial action, governmental shutdowns, epidemic/pandemic, whether of the affected party's own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions, epidemics, pandemics or consequences thereof. Force Majeure does not include, without limitation, inability to pay, mechanical difficulties, shortage or increase of price of raw materials, over-commitment or market or other circumstances which are under a party's reasonable control;</p>



Kunji	shall mean the Company's Digital Asset management platform, hosted at www.kunji.io , to provide the Services to the Investors.
Services	means the Digital Asset management and investment management services provided through Kunji to the Investors, through the DAM's management of the DAPs for the benefit of the Investors.
DAP Description	shall mean the investment strategies of the DAP, including the objective of investment, risk profiles, time horizon, DAM profile and experience, level of activity regarding DAP management and the DAM Fees charged by the DAM for the investment;
Term	shall have the meaning given to it under Clause 13;
Territory(ies)	means the geographical boundaries of India. The territory may change or extend beyond the geographical boundaries of India, in the Company's sole discretion.
Company	Shall mean Moodraa E-Platform Private Limited, incorporated under the laws of India, with its registered office at 2707, Tower C, Omkar Alta Monte, Near Oberoi Mall, Malad East Mumbai, Mumbai City, Maharashtra-400097, India.
Investor Account	Shall mean the Investor's account created on Kunji to avail the Services;
Returns	Shall mean the returns earned or lost on the investments, arising out of the Digital Asset investing and trading carried out by the DAM and shall be a percentage of the invested amount.

APPOINTMENT OF ADVISER; ACCEPTANCE OF APPOINTMENT

- a) For the purposes of availing the Services under this Agreement, the Investor appoints the DAM as investment adviser to manage the DAs, placed by the Investor in the DAPs.
- b) Kunji enables the Investors to invest in special DAPs that are managed by the DAMs. The Investor may choose to contribute to a DAP basis the DAP Description.
- c) The Investor Account will consist of Fiat Currency and Digital Assets that the Investor, from time-to-time, places under the investment management of the DAMs by contributing to the DAPs. The Investor represents that it is and will be the owner of all Fiat currency and DAs it places or will



place in the Investor Account.

- d) The DAPs will include only such range of DAs that the DAM has a reasonable basis to believe is freely tradable.

SERVICES

- a) The Investor warrants that it will enable the DAM to trade the Digital Assets freely, in accordance with the DAP Description.
- b) In order to enable the Investor to determine the accurate DAP to avail the Services, the Company may request information about the Investor's investment objectives and financial situations, including its risk tolerance and preferences. Based on this information, Kunji's algorithm provides recommended allocations among the various DAPs, which Investors can accept, reject or modify. The Investor understands and agrees that it is not required to allocate the funds using the recommendations provided by Kunji.
- c) Once Investor selects the DAPs, Investor may re-allocate their DAs at will by making a request in writing to Kunji at hello@kunji.io (the "**Dashboard**").
- d) Investor may also re-allocate its Digital Assets at any time.
- e) The DAM will deem allocations to a DA through a DAP, as a request from the Investor for the DAM to buy or sell DAs to reach and maintain the requested allocation over time.
- f) The DAM will actively trade and manage the DAP in accordance with the DAP Description, as described on Kunji. A DAM's investment management may result in the addition of one or more DAs, the removal of one or more DAs, or changes to the relative holdings of each DA within a DAP.
- g) Investor may withdraw their allocation from any DAP if they do not wish to continue investing through the applicable DAP and reallocate to other DAPs, in their sole discretion or entirely liquidate the DAs in accordance with the terms of this Investor Agreement.
- h) Kunji's proprietary algorithm uses system-generated checks to monitor for inconsistencies and red flags in trading carried out by DAMs. Whenever the DAM places a trade, the system will run a check to see if there is any significant price disparity and/or whether there is unusual trading activity (e.g. unusually high trade volume).
- i) In the event Kunji suspects or discovers any unusual trading activities, Kunji reserves the right to delay execution of trades, to determine the validity of the trade or allocation request.



LIMITED POWER OF ATTORNEY

- a) Once the Investor opts to invest through one or more DAPs, the DAMs will trade and manage the Das on behalf of the Investor on a discretionary basis. This means that the DAM will invest, trade and rebalance the Digital Assets in the DAPs actively and in accordance with the DAP Description.
- b) By agreeing to the terms of this Agreement, the Investor grants the DAM and the Company a limited power of attorney to exercise any and all power and discretion to trade the Fiat currency and DAs in the Investors' Account in accordance with the DAP Description; and subject to any additional instructions or restrictions provided by the Investor or Company.

INVESTOR INFORMATION, THE INVESTOR DASHBOARD, AND THE CHAT

- a) The Investor may view their allocations across DAPs and specific investments held within each DAP at any time through the Dashboard. Investors can log into their Investor Account to monitor their investments in real time and change their DAP allocations as desired.
- b) The DAM and the Company communicates with Investor only through Kunji. Any communication provided outside day-to-day DAP management must occur through the Investor's Account on Kunji. Investors can also direct questions about their Accounts, the DAPs, and their investments to an automated chat function (the "Chat"). The Chat will answer questions or direct Investor to explanatory or educational materials on Kunji.

MINIMUM INVESTMENT AMOUNT

The Investor must have a minimum investment of INR 10 in its Investor Account to open an Account, as more specifically described in the DAP Description (the "**Minimum Investor Amount**"); Investor must then maintain the Minimum Investment Amount. If the Investor's Account drops below the Minimum Investment Amount, Investors will not be able to contribute to DAPs and can only liquidate or add funds to their Investor Accounts.

The Adviser may alter, suspend or terminate the Minimum Investment Amount in the future at its discretion.

VOTING RIGHTS

- a) Due to the limitations of the Company, the Investor will not be able to receive the benefits of the governance or voting protocols of the DAs they hold in their Account via contributions to the DAPs. Kunji's infrastructure does not support this capability and makes no promise of doing so in the future. The Company or DAMs will not accept any authority to exercise any rights associated with



a DA.

- b) Investors may not benefit from any airdrops, staking, lending or other functionalities that may be available to other investors that hold the DAs directly.

WITHDRAWALS

The Investor may withdraw Fiat Currencies at any time, subject to maintaining the Minimum Investment Amount. The Investor may make any withdrawal requests through the Account Dashboard. The Investor's withdrawal request will typically be processed within a reasonable number of days, subject to the third-party service providers such as trading exchanges, Authorised Dealer Banks, Digital Asset liquidation partners' etc. ability to process the request within that time period.

TRANSACTION REPORTS AND PERIODIC REPORTS

- a) The Investor will be able to view each transaction in its Account through the Dashboard. These confirmations, and all other documents required provided to the Investor, will be provided through the Dashboard.
- b) Kunji may, in its sole discretion, prompt the Investor to reverify the information on the Investors' Account and investment objectives.

PROCEEDINGS AGAINST ISSUERS

The Company will not take any action or render any advice on behalf of the Investor with respect to Digital Assets and securities that are formerly, presently or in the future held in the Account, or the issuers thereof, which were, are or become the subject of any legal proceedings (including without limitation, bankruptcy and shareholder class action lawsuits and any claims arising therefrom).

SELECTION OF EXCHANGES

- a) DAs are purchased through third-party exchanges. The DAM will select and recommend any brokers, exchanges, or custodians based on a number of factors, including, but not limited to, ease of administration, quality of execution, commission rates, and pre-existing agreements. The DAM would generally seek to minimize the total price (taking into account applicable exchange fees) for each transaction. In certain cases, the DAM may have little or no choice as to which exchange to execute a transaction on, because a Digital Asset is only available for trading on one or a small



number of exchanges. This could lead to higher costs associated with purchases or sales of Digital Assets. The Investor will be liable for all the fees to the third-party service providers for trading and custody of Digital Assets, which will be charged directly to the Investor's Account via the contributions made to the DAPs.

- b) The Company may aggregate trading for Accounts through an omnibus account. This means that the Digital Assets pooled into the DAP may be held in an omnibus account, held by the Company and controlled by the respective DAMs for this purpose.

CUSTODY

- a) The Company will hold Investor assets on Kunji or with third party service providers such as digital asset wallets, accounts on trading exchanges, Fiat Currency in authorised banks, in an Account opened by the Company for the benefit of Investors.
- b) Investor may use www.kunji.io to transfer Fiat currency from their bank to the Account. Investors may deposit Digital Assets from their individual wallets as well and are solely responsible for any such deposits using instructions provided during the onboarding process.
- c) The identity of each third party service provider where Investor Digital Assets are held, and the third party service provider's contact information are available through Kunji.

ACCURACY OF INFORMATION

- a) The Dashboard will provide estimated values of Digital Assets and DAPs currently held in the Account. The pricing will be pulled directly from various exchanges and generally from exchanges where the trades are placed. There is no guarantee that these prices will always be up to date or that they will reflect the true value of the Digital Assets. Kunji and DAM will not be liable to independently verify the accuracy of the prices on the individual exchanges.
- b) In general, although Kunji will use commercially reasonable efforts to provide accurate and timely information on Kunji, Kunji may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors.
- c) In an effort to continue to provide as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding the Company's Terms and Conditions and offerings.
- d) Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by the Company. The Investor acknowledges and agrees that



the Company is not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible on or linked to by Kunji, including links to any exchanges and neither the Company or the DAMS nor any of its affiliates is liable for any type of loss or damage associated with information provided by a third party.

FEES; EXPENSES

- a) For the Services availed by the Investor, the Investor agrees that the DAM may charge the DAM Fees as computed in accordance with the DAP Description, which is incorporated by reference and made a part of this Investor Agreement. The DAM Fees may change and in such an event, the DAM will notify the Investor by updating the DAP Description. We encourage you to frequently check the DAP Description to be notified of any changes to the DAM Fees and other associated terms.
- b) In addition to the Company's fees, the Investor will bear expenses associated with third party services, custody and trading charged by the third party services providers, which are charged to Investor's Account or DAPs.

REVERSALS; CANCELLATIONS

The Company reserves the right to refuse to process, or to cancel or reverse, any trading of Digital Assets in its sole discretion, even after funds have been deposited in the Account: (a) if the Company suspects the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; (b) in response to a court order, or other government order; or (c) if the Company reasonably suspects that the transaction is erroneous or related to prohibited business activities. In such instances, the Company may reverse the transaction and is under no obligation to allow the DAM, on behalf of the Investor to reinstate a purchase or sale order at the same price or on the same terms as the cancelled transaction.

DISCLAIMER

- a) INVESTMENTS IN DIGITAL ASSETS ARE HIGHLY SPECULATIVE. THE INVESTOR IS SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS ASSOCIATED WITH THE USE OF ANY INFORMATION, MATERIALS, CONTENT, USER CONTENT, OR THIRD-PARTY CONTENT PROVIDED THROUGH THE SERVICE BEFORE MAKING ANY DECISIONS BASED ON SUCH CONTENT. AS A USER OF THE SERVICE, THE INVESTOR IS RESPONSIBLE FOR DETERMINING WHETHER ANY CONTENT, PRODUCT, SERVICE, DIGITAL ASSET, SECURITY, OR OTHER FINANCIAL INSTRUMENT MENTIONED ON KUNJI, SERVICE IS SUITABLE FOR THE INVESTORS FINANCIAL PURPOSES. PAST PERFORMANCE DATA, PERFORMANCE GRAPHS OR OTHER HISTORICAL INFORMATION ARE NOT A GUARANTEE OF FUTURE PERFORMANCE AND SHOULD NOT BE CONSTRUED AS INDICATIVE OF FUTURE RESULTS. THE INVESTOR SHOULD CONSIDER THE INVESTORS INDIVIDUAL INVESTMENT OBJECTIVES AND



RISK TOLERANCE BEFORE INVESTING. THE CONTENT PRESENTED ON THE SERVICE IS NOT INTENDED TO PROVIDE THE INVESTOR OR ANYONE ELSE WITH INVESTMENT, LEGAL, TAX, INSURANCE OR ANY OTHER KIND OF PROFESSIONAL ADVICE. THE INVESTOR SHOULD CONSULT WITH A FINANCIAL, TAX OR LEGAL PROFESSIONAL FOR ADVICE REGARDING THE SPECIFIC FINANCIAL, TAX OR LEGAL POSITIONS AND CIRCUMSTANCES.

- b) THE INVESTOR ALSO ACKNOWLEDGES AND AGREE THAT THE COMPANY AND THE INVESTOR'S ABILITY TO USE THE SERVICES MAY BE DETRIMENTALLY IMPACTED BY REGULATORY ACTION OR CHANGES IN REGULATIONS APPLICABLE TO DIGITAL ASSETS. YOU AGREE THAT WE MAY DISCLOSE YOUR PERSONAL AND ACCOUNT INFORMATION IF WE BELIEVE THAT IT IS REASONABLY NECESSARY TO COMPLY WITH A LAW, REGULATION, LEGAL PROCESS, OR GOVERNMENTAL REQUEST.
- c) KUNJI AND ALL COMPANY MATERIALS AND ALL CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE EXTENT ALLOWED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO KUNJI AND ALL COMPANY MATERIALS AND CONTENT AND SERVICES MADE AVAILABLE THROUGH KUNJI, INCLUDING: (I) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (II) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.
- d) COMPANY DOES NOT WARRANT THAT KUNJI OR ANY PORTION OF THE SERVICES, OR ANY COMPANY MATERIALS OR CONTENT OFFERED THROUGH KUNJI, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR ACCESS TO, USE OR MISUSE OF, OR INABILITY TO USE KUNJI OR SERVICES, YOUR DEALINGS WITH ANY PARTNER OR OTHER USER, AND ANY COMPANY MATERIALS OR ALL CONTENT MADE AVAILABLE THROUGH KUNJI. YOU UNDERSTAND AND AGREE THAT YOU USE KUNJI, AND ACCESS THE SERVICES, DOWNLOAD, OR OTHERWISE OBTAIN COMPANY MATERIALS OR CONTENT THROUGH KUNJI AND ANY ASSOCIATED SITES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE, INCLUDING TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH KUNJI, OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF KUNJI OR THE DOWNLOAD OR USE OF THE MATERIAL OR CONTENT OR SERVICES.
- e) SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. TO THE EXTENT THAT WE MAY NOT DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED BY LAW.



REPRESENTATIONS AND WARRANTIES OF INVESTOR

- a) The Investor, whether a natural person or corporate entity, represents, warrants, and agrees that throughout the term of this Agreement:
- i. The Investor's execution, delivery and performance of this Investor Agreement does not violate or conflict with any agreement or obligation to which the Investor is a party or by which the Investor or its property is bound, whether arising by contract, operation of law or otherwise;
 - ii. No governmental authorization, approvals, consents or filings are required in connection with the execution, delivery or performance of this Investor Agreement by the Investor;
 - iii. The Investor is responsible for independently examining and understanding the tax, legal and accounting consequences related to the Investor's Account and is paying specific taxes under Applicable Laws;
 - iv. The Investor is an Indian person or entity based in the territory of India;
 - v. Amounts contributed by the Investor to the Account were not and are not directly or indirectly derived from activities that shall not contravene Indian Applicable Laws or international laws and regulations, including, without limitation, anti-money laundering ("AML") laws and regulations.
 - vi. The Investor further represents and warrants to the Company that the proceeds from the Account have not been used, is not being used and will not be used to finance any activities that may contravene any Applicable Laws and regulations;
 - vii. The Investor acknowledges and agrees that the Company, in complying with anti-money laundering statutes, regulations and goals, may file activity reports or any other information with governmental and law enforcement agencies that identify transactions and activities that such Company or their agents reasonably determine to be suspicious, or is otherwise required by law, and hereby absolves and holds harmless such persons or entities for such actions and disclosures;
 - viii. The Investor acknowledges that the Company may be prohibited by law from disclosing to third parties, including the Investor, any filing or the substance of any reports provided to the Government entities;



- ix. The Investor acknowledges that the Company may review Investor account activity at any time should the Company reasonably believe a risk assessment is warranted, and that such review may require the Investor to furnish the Company with additional identification or financial documents; such reviews may occur following inquiries by law enforcement;
 - x. The Investor acknowledges that Kunji may require further identification or documentation of the Investor in order to comply with Applicable Laws and regulations and agrees to provide promptly such further identification or documentation upon request by Kunji, provided that all such information of the Investors shall be retained in accordance with Kunji's Privacy Policy, hosted at www.kunji.io;
 - xi. The Investor understands that the representations, warranties, agreements, undertakings and acknowledgements made by the Investor in this Investor Agreement will be relied upon by the Company for its compliance with various Applicable Laws;
 - xii. The Investor represents and warrants that the compensation terms of this Investor Agreement represent an "arms-length" arrangement and the Investor is satisfied that it has received adequate disclosure from the Company to enable it to understand and evaluate the compensation and other terms of this Agreement and the associated risks;
 - xiii. The Investor acknowledges that neither the Company nor, the DAM or any affiliate independently verify information regarding the Digital Assets;
 - xiv. The Investor acknowledges that the Company's decision to take certain actions, including limiting access to, suspending, or closing an Investor's Account, may be based on confidential criteria that are essential to the Company's risk management and security protocols, and agrees that the Company is under no obligation to disclose the details of its risk management and security procedures to the Investor; and
 - xv. All information provided by the Investor is current, true, correct and complete and may be relied upon by the Company and its affiliates in evaluating investor eligibility and determining whether to accept a particular Investor. The foregoing representations and warranties shall be continuing during the term of this Investor Agreement, and if at any time during such term any event occurs which would make any of the foregoing representations and warranties untrue or inaccurate in any material respect, the Investor will promptly notify the Company in writing of such event and of any resulting untruths or inaccuracies within 30 days of said event or change.
- b) Where the Investor is a corporate entity, said Investor further represents, warrants, and agrees that as of the date of this Investor Agreement and throughout the term of this Investor Agreement:



- i. The Investor's retention of the Company and DAM as adviser with respect to the Investor Account is authorized by the Investor's governing documents, as applicable, and the Investor will deliver to the Company evidence of such authority and compliance with its governing documents (if any) as the Company may reasonably request;
 - ii. This Investor Agreement has been duly authorized by all appropriate action of the Investor and when executed and delivered will be a legal, valid and binding agreement of the Investor, enforceable against the Investor in accordance with its terms, and the Investor will deliver to the Company such evidence of such authority as the Company may reasonably require, whether by way of a certified resolution or otherwise;
 - iii. The Investor has conducted thorough due diligence with respect to all of its beneficial owners, has established the identities of all beneficial owners and the source of each of the beneficial owner's funds and will retain evidence of any such identities, any such source of funds and any such due diligence relating to its beneficial owners and, if the Investor is an entity that is acting as an agent or nominee, the Investor has adopted anti-money laundering procedures;
 - iv. The Investor will notify the Company, in writing, of any termination, winding up, liquidation, substantial contraction, merger or consolidation of the Investor; and
 - v. The person executing this Investor Agreement on behalf of a corporate entity Investor has been and is duly authorized by all appropriate action of the Investor to execute the Investor Agreement on the Investor's behalf, and when executed and delivered will be a legal, valid and binding agreement of the Investor, enforceable against the Investor in accordance with its terms.
- c) The Investor shall have full responsibility for payment of all taxes due on capital or income held or collected for the Account, including on the Returns.
- d) The Investor understands that to the fullest extent permitted by law, any notices, disclosures, forms, privacy statements, reports or other communications (collectively, "**Communications**"), including annual, quarterly and other updates, may be delivered through electronic means, such as through the Dashboard or by email, by the Company or DAM or, any of its affiliates without any charge by Kunji to the Investor. The Investor hereby consents to electronic delivery as described in the preceding sentence.
- i. This consent will be effective immediately and will remain in effect unless and until the Investor revokes it. The Investor understands that the Investor's revocation of this consent



will constitute a request to cancel the Investor's Account and as such will be subject to the Duration and Termination of this Investor Agreement. The Investor acknowledges and agrees that the Company reserves the right to terminate the Investor's access to Kunji and Dashboard, if the Investor withdraws its consent to electronic delivery. Any additional Communications will be sent by mail to the mailing address provided by the Investor in the Account creation process or as subsequently updated.

- ii. All email notifications of Communications will be sent to the email address provided by the Investor in the Investor Account creation process or as subsequently updated. The Investor is responsible for maintaining a valid email address and software and hardware to receive, read and send email. The Investor agrees to provide the Company with a current email address and promptly notify the Company of any changes to his or her email address in her, his or its Account on the Dashboard. By establishing the Investor's Account and accessing the Dashboard, the Investor indicates to the Company that she, he or it has the capability to access the Communications. Regardless of whether the Investor receives an email from the Company, the Investor agrees to check the Dashboard regularly for up-to-date information and to avoid missing time-sensitive information.
 - iii. In so consenting, the Investor acknowledges that email messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems or may be intercepted, deleted or interfered with, with or without the knowledge of the sender or the intended recipient. The Investor also acknowledges that an email from the Company, DAM, any of its affiliates or any of its third-party service providers, may be accessed by recipients other than the Investor, may be interfered with, may contain computer viruses or other defects and may not be successfully replicated on other systems. The Company is not responsible for computer viruses or related problems associated with the Investor's use of Kunji, the Dashboard, email or any other online system.
- e) The Investor agrees to provide the Company, any of its affiliates or any of its third-party service providers, including without limitation the DAM, with such further information, authorizations and documentation as the Company may require from time to time to carry out its obligations under this Investor Agreement or to avoid violations of any provisions of any applicable laws, and shall notify the Company promptly in writing of any change in the information so furnished.
- f) The Investor is solely responsible for reading and understanding the information provided to the Investor in any and all relevant documents provided to the Investor regarding its investments made through the Account based on the Services provided by the Company under this Investor Agreement, and for reading and understanding the Terms and Conditions.



- g) The Investor acknowledges that the Company or the DAMs are not responsible for legal compliance of Digital Asset issuers, Digital Asset exchanges, or any other third party.
- h) The Investor acknowledges that the Company is not aware of what other holdings the Investor has and therefore cannot and does not provide any advice with respect to diversification of investments.
- i) The Investor acknowledges that the Digital Assets available for investment on Kunji are in many cases not regulated and consequently information regarding the Digital Assets may be limited.
- j) The Investor acknowledges that the Company's non-binding investment advice will be based, in part, on information that has been provided to the Company by the Investor on Kunji and that, to the extent any of that information is incorrect, it could negatively affect the quality of the advice.

LIMITATION OF LIABILITY; INDEMNIFICATION

- a) Kunji, DAM, affiliates of Kunji, respective members, partners, directors, officers, employees and legal representatives (e.g., executors, guardians and trustees) of any of them (including persons formerly serving in such capacities) shall not be liable for any expenses, losses, damages, liabilities, demands, charges or claims of any kind or nature whatsoever (collectively, “Losses”) relating to the Account or this Investor Agreement. In addition, it is possible that Investor may experience computer equipment failure, loss of internet access, viruses, or other events that may impair access to Kunji. The Company and its representatives are not responsible to any Investor for Losses in such a case. In addition, Kunji, DAM, affiliates of Kunji, respective members, partners, directors, officers, employees and legal representatives (e.g., executors, guardians and trustees) of any of them (including persons formerly serving in such capacities) shall not be liable for any consequential, indirect, special or punitive damages.
- b) The DAM gives no warranty as to the performance or profitability of its recommendations and directed investments, nor any guarantee that the investment objectives, expectations or targets described in this Investor Agreement will be achieved, including, without limitation, any risk control, risk management or return objectives, expectations or targets. The Account may suffer loss of principal, and returns, if any, may fluctuate. The value of Account investments may be affected by a variety of factors, including, but not limited to, economic and political developments, government regulations, judicial interpretations, interest rates and issuer-specific events, market conditions, sector positioning and other factors.
- c) The Investor agrees to indemnify and hold harmless Kunji, its affiliates, respective members, partners, directors, officers, employees and legal representatives (e.g., executors, guardians and



trustees) of any of them (including persons formerly serving in such capacities) against any and all losses, liabilities, claims, damages and expenses whatsoever (including all expenses incurred in investigating, preparing or defending against any claim whatsoever) arising out of or based upon (i) any false representation or warranty made by the Investor, or breach or failure by the Investor to comply with any covenant or agreement made by the Investor, in this Investor Agreement or in any other document furnished by the Investor to any of the foregoing in connection with this transaction or future transactions, or (ii) any action for Applicable Laws violations instituted by the Investor that is finally resolved by judgment against the Investor.

- d) The Investor also agrees to indemnify each Indemnified Party for any and all costs, fees and expenses (including legal fees and disbursements) in connection with any damages resulting from the Investor misrepresentation or misstatement contained herein, or the assertion of the Investor's lack of proper authorization from the beneficial owner to enter into, or perform the obligations under, this Investor Agreement.
- e) The Investor agrees to indemnify and hold harmless each Indemnified Party from and against any tax, interest, additions to tax, penalties, attorneys' and accountants' fees and disbursements, together with interest on the foregoing amounts at a rate determined by the Company, computed from the date of payment through the date of reimbursement, arising from the failure to withhold and pay over to the taxing authority, as required by Applicable Law, with respect to the income or gains allocated to or amounts distributed to the Investor with respect to Digital Assets.
- f) The reimbursement, indemnity and contribution obligations of the Investor under this Investor Agreement shall be in addition to any liability that the Investor may otherwise have, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnified Parties.
- g) The DAM may rely on legal representations of the issuer of the Digital Asset in making this determination and will have no liability to the Investor for this determination.
- h) Kunji, DAM, its affiliates, respective members, partners, directors, officers, employees and legal representatives (e.g., executors, guardians and trustees) of any of them (including persons formerly serving in such capacities) will be entitled to rely upon, and will not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by them to be genuine and to have been signed or sent by the proper person, and will not incur any liability for relying on any such statement.

ARBITRATION

This Agreement shall be construed and governed by and in accordance with the laws of India. The



Parties shall resolve any difference or dispute arising out of this Agreement by way of negotiations. If such negotiation process fails, then all disputes arising from or related to this Agreement shall be resolved by arbitration. The arbitration proceedings shall be conducted in Pune in English language and in accordance with the provision of the Arbitration and Conciliation Act, 1996 and the associated rules.

INSTRUCTIONS.

The Company may rely and act on any instruction, direction or communication given by the person executing this Investor Agreement (“Authorized Person”), unless the Investor has received written notice to the contrary from the Authorized Person. To the extent deemed necessary by the Company in order to carry out Investor instructions with respect to a specified investment transaction, the Company is authorized by the Investor to effect transactions in the Investor's Account. Further the Investor has provided a limited Power of Attorney vis this Investor Agreement. This authorization is solely for the limited purpose of effecting particularized transactions for which the Investor has provided a specific directive through the Investor's Dashboard and does not constitute a blanket authorization.

REPORTS; RECORDKEEPING

The Company shall maintain records as required by and in accordance with the Applicable Laws.

ASSIGNMENT AND DELEGATION

The Investor shall not assign its rights and obligations under the Investor Agreement. The Company may assign its rights and obligations under the Investor Agreement, to any person or entity and may delegate or subcontract its duties. Any unauthorized assignment of rights and obligations under the Investor Agreement is void.

INTELLECTUAL PROPERTY RIGHTS

- a) Any and all ownership rights to Kunji, the Services, documentation, enhancements, and branding thereof, including intellectual property rights such as copyrights, trademarks, service marks and patents therein are the sole and exclusive property of the Company. This Investor Agreement does not grant the Investor, any rights, title and interest in and to Kunji, the Services, documentation, its contents, and branding thereof including the Company's intellectual property rights, except where expressly and unequivocally licensed herein. Any rights not expressly and unequivocally granted to the Investor are reserved by the Company.
- b) From time to time, the Investor may provide feedback, suggestions, requirements or



recommendations (“**Feedback**”) regarding Kunji or the Services. The Investor hereby assigns to the Company, all right, title and interest to such Feedback and an exclusive right to create any developments based on such Feedback.

CONFIDENTIAL INFORMATION

- a) “**Confidential Information**” shall mean information disclosed by one Party to the other and which includes, without limitation the Software, Documentation, Enhancements, Fixes, financial, business, technical and marketing information, business plans, methods, processes, inventions, techniques, designs, data, know-how, ideas, concepts, strategies, trade secrets and the Services and such other information. Confidential Information does not include information which: (a) is in the public domain without disclosure by the Party and without breach of any agreement or confidentiality obligation; (b) was known to the Party at the time such disclosure was made, or becomes known to the Party without breach of any confidentiality agreement; (c) is independently developed by either Party without violating any confidentiality obligations stated herein or access or use of the either Party’s Confidential Information, as evidenced by written records.
- b) The receiving Party shall only use the Confidential Information for the purpose, for which it is disclosed. Furthermore, the receiving Party shall keep Confidential Information and data received from the disclosing Party, in strict confidence and shall not disclose it to any third Parties, except to a limited group of receiving Party’s directors, officers, agents, authorized representatives on a need-to-know basis.
- c) Upon request by the disclosing Party, the receiving Party shall immediately return to the disclosing Party, all Confidential Information disclosed by the disclosing Party and all copies thereof. All such information shall be and shall remain the sole property of the disclosing Party.
- d) The confidentiality obligations stated herein shall survive for a period of five (5) years from the date of termination or expiration of the Agreement.
- e) The receiving Party agrees that any violation of the confidentiality obligations will cause irreparable injury to the disclosing Party, entitling the disclosing Party to obtain injunctive relief in addition to all legal remedies.

DURATION AND TERMINATION

- a) This Investor Agreement shall continue in full force and effect until it is terminated by Investor through Kunji or at any time by Kunji. For the avoidance of doubt, either Party may terminate this Investor Agreement effective immediately upon written notice in the event that the other



Party is in material breach of any provision of this Investor Agreement. Kunji may terminate the Investor Agreement or suspend the Investor Agreement at any time if necessary for compliance with the law, if any third-party service providers, are unable to support the Investor Account, or if the Investor conducts any actions designed to circumvent Kunji's processes or controls.

- b) The Investor may cancel its Investor Account through the Dashboard. The Investor will not be charged for cancelling its Investor, although the Investor will be required to pay any outstanding DAM Fees in accordance with the DAP Description. The Investor authorizes the Company to cancel or suspend any pending transaction at the time of cancellation. The Investor is solely responsible for withdrawing all balances in the Investor Account.
- c) **Consequences of Termination.**
 - i. If the Investor suspends or closes an Investor Account or terminates the Investor's use of Kunji for any reason, the Company will provide the Investor with notice of the Company's actions unless a court order or other legal process prohibits the Company from providing the Investor with such notice.
 - ii. Upon closure of the Investor Account, the Company will liquidate Digital Assets held in the Investor Account into fiat currency and send the Investor the resulting fiat currency plus the balance of fiat currency held in the Investor Account, unless such liquidation or transfer is otherwise prohibited under Applicable Laws. The Investor acknowledges that it will normally take a number of business days for a Investor to receive fiat currency from the Investor's terminated Investor Account.
 - iii. The Sections which by their very nature are intended to survive termination shall survive the termination of this Investor Agreement.

NOTICES

All notices and other communications required or permitted to be given under the provisions of the Agreement shall be in writing (which term includes electronic mail or email) in English language and shall be deemed to be received upon the earlier of: (i) delivery, if by hand; or (ii) upon receipt, if sent by mail (followed by a registered mail, return receipt requested, postage prepaid) or by an internationally recognized courier service or (iii) addressed to the intended recipient at his/her email address, to the following persons at the following addresses or email addresses, or to such other persons at such other addresses or email addresses as any Party may request by notice in writing to the other Party to the Agreement. All such notices to Company shall be addressed to:

Name: Moodraa E-Platform Private Limited

Address: 2707, Tower C, Omkar Altamonte, Near Oberoi Mall, Malad E, Mumbai



Maharashtra, India, 400097
Attention: Anurag Dixit

Email: support@kunji.io

WAIVER

Failure to exercise, or any delay in exercising, any right or remedy provided under the Agreement shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

INDEPENDENT CONTRACTOR

The Parties are independent contractors and none of their personnel or sub-contractors are agents, representatives or employees of any other Party. No Party owes a fiduciary duty to any other Party. No Party shall have the authority to bind or make any representations on behalf of any other Party, and no Party shall hold itself out as such or knowingly permit another to rely on such belief.

FORCE MAJEURE

Except for the obligation of the Investor to pay the Fees, in any event or combination of events or circumstances beyond the control of a Party which cannot by the exercise of reasonable diligence, or despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under the Investor Agreement, including but not limited to:

- a) Acts of God i.e. fire, drought, flood, earthquake, and other disasters;
- b) Epidemics, pandemics, explosions or accidents;
- c) Demonetization and other government policy changes;
- d) Quarantine situations, governmental orders, lockdowns, strikes or lockouts;
- e) Any change in law; or
- f) Any event or circumstances analogous to the foregoing, the Parties will not hold each other



liable for their non-performance of its obligations as set out in the Investor Agreement. Either Party shall have a right to suspend or terminate the Agreement in case such force majeure conditions persist for a period exceeding sixty (60) days.

ENTIRE AGREEMENT

This Investor Agreement constitutes the entire agreement between the Parties and supersede any prior understanding or representation of any kind preceding the date of the Investor Agreement, and may not be amended, supplemented, varied or otherwise changed, except in writing. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of the Investor Agreement. Each Party acknowledges that, in agreeing to the Investor Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty, other than as expressly set out in the Investor Agreement. This Agreement may be modified by the Company, at any time, in its sole discretion.

SEVERABILITY

If any provisions of the Investor Agreement are determined to be invalid, illegal or unenforceable in any respect, including because of the duration thereof, the area covered thereby, or the types of activities restricted thereby, by a court of competent jurisdiction (a) the validity, legality or enforceability of the remaining provisions contained herein shall not, in any way be affected or impaired thereby, and (b) the court of competent jurisdiction making such determination shall have the power to reduce the duration and/or area of such provisions or types of activities restricted and/or to delete specific words or phrases and in its reduced form, such provision shall then be enforceable. The Parties may, acting in good faith, adopt any and all actions required to cause such invalid, illegal and unenforceable provision to be validated and enforced, or, alternatively, to reach an agreement in relation to said null provision whereby each of the Party receives, as far as possible, substantially the same benefits and obligations based on valid provisions, provided that the Agreement is not enforced in a form that materially affects the commercial agreement between the Parties.

GRIEVANCE REDRESSAL

- a) The Company offers an email-based support system. In case You require any assistance or support, You may access support resources or contact our support by emailing at hello@kunji.io.
- b) The Company will endeavor to revert to every query/complaint, within forty-eight (48) hours of receipt of the complaint. Further, the Company shall take commercially reasonable efforts to redress the complaint within 30 days of receipt of the complaint.



- c) The Investor agrees and acknowledges that the Company shall address and attempt to resolve the complaint received in accordance with the standard policies and procedures adopted by the Company, the Investor's disapproval/discontent with the outcome/mode of redressal shall not be deemed to mean non-redressal of the complaint by the Company.

ORDER OF PRECEDENCE

If there is any conflict between the DAP Description and the Investor Agreement, then the Investor Agreement will govern for all purposes, except to the extent that the DAP Description provides for any DAM Fees, in which case such DAP Description will prevail any conflicting terms under the Agreement.

EFFECTIVE DATE

This Investor Agreement shall become effective on the day and year on which the Company accepts the Investor and commences its advisory activities, as contemplated under the Investor Agreement on such date.

ELECTRONIC RECORD

This Agreement is an electronic record in terms of the applicable laws. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of applicable laws.

GOVERNING LAW

This Agreement and all rights and obligations under the Investor Agreement shall, in all respects, be governed by and construed and enforced in accordance with the laws of India and the courts of Mumbai, Maharashtra shall have the exclusive jurisdiction to adjudicate any subject matter under the Investor Agreement.