

'Business Ambassador' Terms and Conditions:

This document is an electronic record in terms of Information Technology Act, 2000 and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. 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 Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of the Platform.

These Business Ambassador Terms and Conditions along with the Terms and Conditions, Policies and Circulars, and Disclaimer ("Terms") provided on the Platform (as defined below) govern your use of the websites, content, software and services offered on the Platform, i.e. www.bigul.co/www.bonanzaonline.com/www.bonanzawealth.com and available on Android and iOS titled as "BIGUL" and/or any other mobile applications/web-based applications or introduced by the Company's through other non-digital manner.

The Business Ambassador has to additionally comply with all the rules and regulations applicable to referrers as laid down by SEBI, AMFI, RBI, RERA and other MII's like NSE,BSE,MCX and NCDEX and any other statutory body governing sale and/or use of the products and/or services offered by the Company.

These Terms and Conditions govern your use of this Platform as a User of this Platform; by using this Platform, you accept these Terms and Conditions in full. If you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use this Platform or refer any client.

The terms "Bonanza Portfolio Limited", "Bigul" or "the Company" 'us' or 'we' refers to the owner of the Platform, that is Bonanza Portfolio Ltd or/and any of its subsidiaries, whose registered office is 4353/4C, Madan Mohan Street, Ansari Road, Daryaganj, New Delhi-110002. The term 'you' or 'Business Ambassador' refers to a person who shall use or refer clients for the procurement of products and/or services offered by the Company through this Platform. The Client referred by a 'Business Ambassador' will be addressed as 'Ambassador Referred Client' or 'ARC'.

The use of this Platform is subject to the following terms and Conditions:

Please review these Terms and Conditions carefully before using the Services because they affect your rights. By using any of the Services, you accept these Terms and Conditions and agree to be legally bound by them.

1. AMENDMENTS/ALTERATIONS TO THE TERMS AND CONDITIONS OF USE:

We may amend/change these Terms and/or Conditions at any time without notice. You can review the most current version of these terms by clicking on the "Business Ambassador Terms and Conditions" hypertext link located on the Platform. You are responsible for checking these Terms and / or Conditions for amendments /changes periodically. If you continue to use the Platform as a Business Ambassador after we post amendments/changes to these Terms, you are signifying your acceptance of the updated Terms.

2. RIGHT TO AMEND /CHANGE:

We reserve the right to discontinue/ withdraw or amend/change any terms of association, service or feature or Conditions on the Platform at any time and without notice.

3. YOUR RESPONSIBILITIES/LIABILITIES:

a. You may use the Platform for lawful purposes only. You may not submit or transmit through the Platform any material, or otherwise engage in any conduct that:

- i. violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights;
- ii. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or contains explicit or graphic descriptions, or accounts of, sexual acts;
- iii. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- iv. impersonates any person, business or entity, including the Company and its employees and agents;
- v. contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
- vi. encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;

- vii. equates to selling, trading, bartering or providing anything of value to the ARC (defined below) beyond a referral invitation or otherwise using this Platform for your promotional purposes.
- viii. includes organizing competitions, contests online/offline and/or posting content specifying the Company or about the Company;
- ix. includes any act or omission resulting in damage to the Company in any manner whatsoever.
- x. Violates these Terms of Use, guidelines or any policy posted on Platform, or interferes with the use of the Platform by others.

b. You may not use the Platform in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of Platform. You may not attempt to gain unauthorized access to any services, user/Business Ambassador accounts, computer systems or networks, through hacking, password mining or any other means. We may take any legal and technical remedies to prevent the violation of this provision and to enforce the Terms and Conditions.

4. SPAM:

You may not use the Platform or any of our communication tools to transmit, directly or indirectly, any unsolicited bulk communications (including but not limited to e-mails and instant messages). You may not harvest information about our users for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications. You may not induce or allow others to use the Platform to violate the terms of this section. We may terminate your access or use of the Platform immediately and take any other legal action if you, or anyone using your passwords to access the Platform violates these provisions. We may take any technical remedies to prevent unsolicited bulk communications from entering, utilizing, or remaining within our computer or communications networks.

5. PROPRIETARY RIGHTS

a. We, our suppliers, and our users who lawfully post text, messages, information, software, images, audio and video, etc. ("Content") on the Platform own the property rights to that Content. The Content is protected by international treaties, and by copyright, trademark, patent, and trade secret laws and other proprietary rights. For example, we own a copyright in the selection, organization, arrangement, and enhancement of the Content, as well as in our original Content. The look and feel of our colour combinations, button shapes, and other graphical elements on the Platform are our trademarks.

b. This Platform contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics and its reproduction is prohibited.

c. The Platform shall not be recreated by the Business Ambassador in any manner whatsoever and the Business Ambassador will not create any social media page and/or account with phonetically similar and/or similar look and feel as that of the Company and/or Platform which may confuse customers or potential customers of the Company.

6. LICENSE TO USE

a. Unless otherwise stated, the Company and/or its licensors own the intellectual property rights in the Platform and material on the Platform. Subject to the license below, all these intellectual property rights are reserved. You may view, download for coaching purposes only, and print pages from the Platform for your own personal use, subject to the restrictions set out below and elsewhere in these Terms.

b. You must not:

- i. republish material from this Platform (including republication on another website) unless the material is owned by you;
- ii. sell, rent or sub-license material from the Platform unless the material is owned by you;
- iii. show any material from the Platform in public unless the material is owned by you;
- iv. reproduce, duplicate, copy or otherwise exploit material on this Platform for a commercial purpose;
- v. re-distribute material from this Platform except for content specifically and expressly made available for redistribution;
- vi. Where content is specifically made available for redistribution, it may only be redistributed within your organization and without any alterations; and/or
- vii. Any such use of the Platform and/or its material, otherwise which shall be opposed by us.

c. On request of registration information from you to set up a Business Ambassador account, you must provide us with accurate / correct and complete information and must update the information when it changes.

d. You are responsible for maintaining the confidentiality of your Business Ambassador account login names and passwords, and must not permit use of your account by anyone. You accept responsibility for all activities, charges, and damages that occur under your Business Ambassador account, including unauthorized use of your Business Ambassador account. If you have reason to believe that someone is using your Business Ambassador account without your permission, you should contact us immediately. We are not responsible for any loss or damage resulting from unauthorized use.

e. Sweepstakes, contests, and promotions on the Platform may also have additional rules and eligibility requirements, such as certain age, amount of purchase, geographic area restrictions, etc. You are responsible for complying with these rules and requirements.

f. We store and process your information including any sensitive personal, health and financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. If you object to your information being stored, transferred or used in this way please do not use the Platform.

7. BUSINESS AMBASSADOR TERMS OF USE:

a. The Platform will facilitate for investment insecurities, mutual funds, gold bonds, fixed income products, portfolio management services, real estate and/or any other products/services offered by the Company as agreed to under these Terms. The Company has introduced a referral scheme, i.e. Scheme whereby the Business Ambassador shall refer clients for procuring the services offered by the Company, i.e. including without limitation trading products, mutual funds, EMSS, gold bonds, Fixed income Products, d-mat/trading account, insurances, loans and/or any services introduced by the Company via the Platform.

b. The Business Ambassador will be entitled for payout only if the ARC is empaneled, on the Platform and submits the required documents and contracts as per company policy.

c. Payout of any and all referral fees will be done up to 10th day of every subsequent month and that the calculation of such referral fees by the Company shall be treated as final. The calculation of the referral fees will be subjected to terms of reference and only after checking eligible for payouts as defined in this Business Ambassador Terms and Conditions. All payments are subject to applicable taxes to be borne by each party individually. No amount should be claimed from the ARC, as the ARC has no obligation to the Business Ambassador. Further, no amount shall be due to any Business Ambassador upon deactivation as per regulatory guidelines/termination of the ARC user account.

- d.** There should be no financial and / or demat transaction between the ARC and the Business Ambassador under the arrangement.
- e.** The Business Ambassador cannot conduct in-person verification/certify and/or verify that any documents that is originally signed by the ARC to us.
- f.** The Business Ambassador shall ensure that details of the ARC, i.e. the e-mail id and phone number must be duly submitted to the Company, so as to enable the Company to communicate with the ARC
- g.** If any Business Ambassador's referred client, i.e. ARC already exists in the records of the Company, as an existing client or potential client, then such client referral shall not be considered as an eligible referral and accordingly, no fees will be calculated for such illegible referral.
- h.** Any lapse or non-fulfillment of NSE/BSE/MCX-SX/MCX/NCDEX/AMFI/SEBI Compliance matters / issues shall be dealt with severity and may lead to termination.
- i.** Any and all user account registration, formalities and verifications shall be undertaken by the Company and the Company reserves the right to duly reject/deactivate the use of any user account, in event any user account activity is in contravention of any regulatory, legal and government requirements and/or the use of such user account is not in accordance with the code of conduct for partners of the Company.
- j.** The Company reserves the right to terminate the Business Ambassadors services and/or withhold the payment of any referral fees if the Business Ambassador is found to engage or has engaged in any fraudulent and/or manipulative activity and/or in the mis-use/infringement of the Company's proprietary and/or intellectual rights including brand name, logo, trademark, patent, etc. and/or defamation.
- k.** The Business Ambassador shall ensure that he/she shall not collect any payments and/or consideration in kind or cash and/or any benefits/gifts from the ARC for any reason whatsoever.
- l.** The Business Ambassador cannot assign or sub-let the arrangement hereunder to any third party. If the Business Ambassador is found to do so he will be terminated and will not be entitled /eligible for any rewards / referral fees earned in past and future.
- m.** The Business Ambassador shall take prior written approval from the Company for any advertisements being issued in new papers / magazine or pamphlets / brochures or cable/banners/hoardings, etc. or by any other media and shall be in accordance SEBI or relevant authority guidelines.

- n.** The Business Ambassador will not pose as and/or act as a representative of the Company, including without limitation for query resolution.
- o.** The Business Ambassador shall not make any disparaging comments which may reflect negatively and/or attempt to defame the goodwill of the Company.
- p.** The Business Ambassador will keep confidential the Business Ambassador Terms and Conditions including without limitation any commercial/transactional negotiations with the Company.
- q.** The Business Ambassador represents and warrants that the Business Ambassador has right to use the name under which the Business Ambassador is identified and registered.
- r.** The Business Ambassador shall comply with all applicable laws and regulations.
- s.** The Business Ambassador understands that the information to be displayed for promotion or otherwise on the Platform shall be at the sole discretion by the Company unless mutually agreed upon in writing.
- t.** The Business Ambassador shall take all reasonable steps to maintain the brand reputation and goodwill of the Company and Platform.
- u.** The Business Ambassadors performance under these Terms will not violate or conflict with any other agreement to which the Business Ambassador is a party to.
- v.** The Business Ambassador shall not use the Platform, directly or indirectly, for any fraud or to interfere with the use of the Platform.
- w.** The Business Ambassador shall not directly or indirectly contact or communicate with the customers of the Platform (including without limitation the ARCs) for a period of 2 (two) years from the date of termination of the Business Ambassadors association with the Platform and the Company.
- x.** The Business Ambassador shall provide all documents and/or detailed information as required by the Company from time to time even after the termination of the association with the Company.
- y.** The Business Ambassador shall maintain confidentiality of any and all information shared by the Company, at all times.
- z.** The Business Ambassador should not undertake any form of selling/advisory activities with regard to securities and should not manage the portfolio of any person who is being referred, i.e. ARC. He/she should strictly limit his/her role to "Referral" only.

aa. The Business Ambassador shall be held responsible for any legal action that may arise due to any default of the falsification and/or false promises and/or exaggerated portrayal of the Platform and the breach of the Terms and the Business Ambassador shall indemnify the Company from all actions that may arise as a result of such breach or any default or act of fraud.

bb. The Business Ambassador will promote the Platform, product and service's and its association with the Platform through the display of the poster provided by the Company for display at prominent locations of the Business Ambassadors office, if any and or in any manner otherwise as required and approved in writing by the Company.

cc. Eligibility of ARC to be considered under the Scheme:

Following persons, if referred to Company by Business Ambassador will not be considered as ARC under the Scheme.

- i. Persons with address under Bigul negative PIN code list as updated by the Company.
- ii. Persons in the SEBI debarred list.
- iii. Persons where any regulatory action taken by the SEBI/NSE/BSE/NSE or any other Regulator in the past of post this Agreement.
- iv. Persons with annual income below Rs.2.00 Lakh (Rupees One lakh only) or not financially capable and have not having investable capital.
- v. Inactive ARC for more than Sixty days.

The Company reserve's the rights to change the terms and conditions of the eligibility criteria from time to time.

8. Declarations and warranties

a. Any reference or ARC transaction both effected and completed through the Platform will apply to such Terms.

b. The companies role is only of a facilitator or service provider providing its platforms on as it is basis.

c. The company do not guarantee or represent any fixed or garneted returns to any ARC. The Business Ambassador must not commit or represent the same.

c. We represent and you acknowledge that we:

- i. The company may not be the owner of the products and/or services offered via the Platform
 - ii. The company will only get involved with any dispute between Business Ambassador and ARC to the extent specified; and
 - iii. The company is not responsible in any way if any offers displayed and subsequently opted/purchased by ARC via this Platform felt unsatisfactory by the ARC.
- e. Unless otherwise stated, all payments are quoted in Indian Rupees. You are responsible for paying all applicable taxes and statutory levies for referral fees earned from the Company.

9. LIMITATION OF LIABILITY

You expressly understand and agree that the Company and its subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from use of the site, content or any related services. If, despite the limitation above, Company or its Affiliates are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of Company and/or its Affiliates will in no event exceed, in the aggregate, the greater of the service fees you paid to the Company in connection with such transaction(s) on this Site. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of Company, its affiliates, and/or their respective service providers.

10 SECURITY

The Company utilizes various information security measures, secured data transmission and other security techniques to protect your personal data. However, please keep in mind that transmitting information via the internet is never completely secure and thus any information submitted may be intercepted, collected, used or disclosed by others. As per our stringent security procedures, we disclose your personal information to you only after validating your proof of identity. You are

responsible for protecting against unauthorized access to your password and to your computer.

We are not responsible for the security or confidentiality of communications you send to us through the internet over email message or if the website is hacked, or there is a security Breach or cyber-attack and personal and transactional details are misused the company shall not be liable for loss and misuse of information/data to any extend.

11. WEBSITE SECURITY RULES:

a. All users including without limitation the Business Ambassadors are prohibited from violating or attempting to violate the security of the Platform, including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Platform, overloading, "flooding", "spamming", "mail bombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, or (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and co-operate with, law enforcement authorities in prosecuting users who are involved in such violations.

b. This Platform is designed for parties who can legally make binding contracts under applicable law. Therefore, minors and those who are not competent to contract are not allowed to use, access, or register as a user on this Platform.

c. You are also expected to follow all laws and regulations that may be associated with any of the activities involved with the use of the Platform. You are also expected to pay for any statutory fees or applicable taxes that may be associated with the activities from this Platform.

12. PUBLIC ACCESSIBLE CONTENT:

Certain areas of the Platform may allow you to post contents that can be accessed and viewed by others, including the public in general. You may only post content to public areas on the Platform that you created or that you have permission to post. You may not post content that violates the Terms. We do not claim ownership of any content that you may post. However, by submitting content to public areas of the Platform, you grant us, our affiliates, and

distributors the right to use, copy, display, perform, distribute, adapt and promote this content in any medium.

13. MONITOR:

You agree that we are not liable for the content that is provided by others. We have no duty to pre-screen content, but we have the right to refuse to post or to edit submitted content. We reserve the right to remove content for any reason, but we are not responsible for any failure or delay in removing or editing such material.

14. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

We respect the intellectual property of others. If you believe that your work has been copied and is accessible on the Platform in a way that constitutes copyright infringement, please contact us to report the possible copyright infringement.

15. HYPERLINKS

Platform may include links to third party websites, including links provided as automated search results. Some of these sites may contain materials that are objectionable, unlawful, or inaccurate. These links do not mean that we endorse these third-party sites or services. You acknowledge and agree that we are not responsible or liable for any Content or other materials on these third-party sites. Any dealings that you have with advertisers found on Platform are between you and the advertiser and you acknowledge and agree that we are not liable for any loss or claim you may have against an advertiser. You may not create a link to this Platform from another Platform or document without the Company's prior written consent.

16. DISCLAIMER OF WARRANTIES:

a. We provide the Platform on "as is" and "as available" basis. We make no express warranties or guarantees about the Platform. To the extent permitted by law, we and our suppliers and affiliates disclaim implied warranties that the Platform and all software, Content, services and products distributed through the Platform are Business Ambassador able, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing.

b. Without prejudice to the generality of the foregoing paragraph, we do not warrant that:

- i. this Platform will be constantly available, or available at all; or
- ii. the information on this Platform is complete, true, accurate or non-misleading

- c. Nothing on this Platform constitutes, or is meant to constitute, advice of any kind.

17. INDEMNIFICATION:

Upon a request by us, you agree to defend, indemnify, and hold harmless us and our affiliated companies, and our respective employees, contractors, officers, directors, and agents from all liabilities, claims, demands and expenses, including attorney's fees, and penalties imposed, if any, that arise from your use or misuse of the Platform, breach of the Terms including rules and policies incorporated herein under any applicable law.

18. INTERNATIONAL USE:

We make no representation that the Content on the Platform is appropriate or available for use in locations outside India, and accessing it from territories where the Content is illegal and/or prohibited. If you choose to access the Platform from a location outside India, you do so, on your own initiative and you are responsible for compliance with local laws.

19. BREACHES OF THESE TERMS OF USE:

a. Without prejudice to the Company's other rights under the Terms, if you breach these Terms in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the Platform, prohibiting you from accessing the Platform, blocking computers using your Internet Protocol address from accessing the Platform, contacting your internet service provider to request that they block your access to the Platform and/or bringing court proceedings against you.

b. Further, it is clarified that any unauthorized use of this Platform may give rise to a claim for damages and/or be a criminal offence at your cost & risk.

20. SEVERABILITY:

This contract and any supplemental terms, policies, rules and guidelines posted on Platform constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of the Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

21. TERMINATION:

The Company has the right to terminate your use of the Platform if you violate any of these Terms or Conditions or any rules or guidelines posted in connection with the Platform. We also reserve the right, in our sole discretion, to terminate your access to all or part of the Platform, for any reason, with or without notice.

22. GOVERNING LAW AND JURISDICTION:

- a. These Terms and Conditions and all claims arising from or related to your use of the Platform will be governed by and construed in accordance with the laws of India and Courts in Delhi shall have the exclusive jurisdiction.
- b. Notwithstanding any other provision of these Terms, we may seek injunctive or other equitable relief from any court of competent jurisdiction.

23. MISCELLANEOUS:

- a. Both the Company and the Business Ambassador shall not be liable by reason of failure or delay in the performance of our obligations under these Terms if such failure or delay is caused by acts of God, war, outbreak of epidemic/pandemic, flood or any other cause beyond its control and without our fault or negligence provided.
- b. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in additional terms of use for areas of the Platform, such as a particular "Legal Notice," or software license or material on particular web pages, these Terms constitute the entire agreement between you and us with respect to the use of the Platform.
- c. No changes to these Terms shall be made except by a revised posting on this page.

If you do not agree to these Terms, you should immediately stop using the Platform. If you want to delete your account on the Platform, please use contact instructions posted on the Platform.