

LEGATIO

A Platform of Trayambic LLP
LLPIN: ACW-5820

TERMS AND CONDITIONS

Version 3.0 — Consolidated Edition
Effective Date: 15 July 2026

Draft. Sign. Secure. • From Intent to Ironclad.
www.legatio.in | Mumbai, Maharashtra, India

PREAMBLE

These Terms and Conditions ("Terms" or "Agreement") constitute a legally binding electronic agreement executed under Section 10A of the Information Technology Act, 2000 ("IT Act") between Trayambic LLP, a Limited Liability Partnership duly incorporated under the Limited Liability Partnership Act, 2008, bearing LLPIN: ACW-5820, with its registered office at Unit 162, J2 Shramaseva Co-Op Society, Wadala Truck Terminal Road, Wadala RTO, Wadala, Mumbai – 400037, Maharashtra, India (doing business under the trade name "Legatio") (hereinafter referred to as "Trayambic," "Legatio," "we," "us," or "our"), and the natural person, sole proprietor, partnership firm, limited liability partnership, company, Hindu Undivided Family, trust, society, or any other juridical entity accessing, browsing, registering on, or using the Platform (hereinafter referred to as "User," "you," or "your").

By clicking "I Accept," creating an Account, commissioning a Template, executing any Document on the Platform, or otherwise availing of any Service, you irrevocably accept these Terms in their entirety, and acknowledge that you have read and understood the same, together with the Privacy Policy, the Acceptable Use Policy, the Refund Policy, the eSignature Consent Framework, and all schedules, annexures, and supplemental policies incorporated by reference herein (collectively, the "Agreement").

CLAUSE 1 — DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them:

"Aadhaar" means the twelve-digit unique identification number issued by the Unique Identification Authority of India ("UIDAI") under the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016.

"Account" means the password-protected digital workspace created by a User upon successful registration on the Platform, which may comprise a Part A Workspace (business owner / document originator role), a Part B Workspace (counterparty / signatory role), or both, linked to a single verified Indian mobile number.

"Applicable Law" means all statutes, enactments, ordinances, rules, regulations, notifications, circulars, directions, directives, judgments, decrees, orders, or governmental restrictions of any governmental, statutory, judicial, quasi-judicial, or regulatory authority of competent jurisdiction within the Republic of India, as amended from time to time.

"Audit Trail" means the chronological, tamper-evident electronic record maintained by the Platform documenting every material action taken in respect of a Document, including timestamps, IP addresses, geo-location metadata, device fingerprints, signatory authentication events, OTP issuance and verification logs, and version history.

"Authorised Signatory" means the individual expressly authorised by a Client or Part A User to execute Documents on its behalf, utilising an eSignature or Digital Signature Certificate (DSC).

"Client" means a business entity, corporate body, partnership firm, or sole proprietorship that purchases a Template Package from Legatio and acts in the capacity of a Part A User.

"Commencement Date" means the date on which a Client executes their package confirmation or remits the initial payment milestone.

"Confidential Information" means any information, data, or material disclosed by one party to another, whether orally, in writing, or electronically, that is identified as confidential or that a reasonable person would understand to be confidential, including but not limited to business strategies, pricing, technical architecture, source code, Template content, and the contents of any Document uploaded to the Vault.

"Counterparty" means any third party, whether a registered User or an unregistered recipient, with whom a Part A User executes, exchanges, or shares a Document through the Platform.

"Document" means any contract, agreement, deed, memorandum, undertaking, notice, invoice, letter, employment record, or other legal or commercial instrument drafted, commissioned, uploaded, shared, signed, stored, or otherwise processed on the Platform.

"DPDP Act" means the Digital Personal Data Protection Act, 2023, together with all rules, regulations, and notifications issued thereunder, as and when brought into force.

"DSC" means a Digital Signature Certificate issued by a Certifying Authority duly licensed under Section 24 of the Information Technology Act, 2000.

"eKYC" means the electronic Know-Your-Customer process conducted through Aadhaar-based authentication or other government-approved identity verification mechanisms, as facilitated by Digio or such other vendor as Trayambic may engage from time to time.

"Encrypted Vault / Vault" means the proprietary, AES-256 encrypted, access-controlled digital repository operated on Amazon Web Services (AWS) Mumbai region, in which Executed Documents are stored together with their full Audit Trail.

"eSignature" means an electronic signature affixed to a Document in accordance with Section 3A and the Second Schedule of the Information Technology Act, 2000, including Aadhaar-based eSign and DSC-based eSign.

"Execution Package" means the fixed-quantity bundle of Document executions purchased by a Part A User under a Template Package, specifying the permitted number of times the commissioned Template may be executed during the Package Validity Period.

"Executed Document" means a Document that has been electronically signed by all required signatories through the Platform and in respect of which the Audit Trail is complete.

"Fees" means all amounts payable by a User in connection with the Services, including Template commissioning fees, Execution Package fees, revision charges, eSignature pass-through charges, and applicable taxes, as set out in the Pricing Schedule communicated to the Client at the time of onboarding.

"Force Majeure Event" has the meaning ascribed to it in Clause 19.1.

"In-House Legal Team" means the qualified legal professionals engaged by or on behalf of Trayambic LLP to draft, review, and approve Templates made available on the Platform, each possessing a minimum of seven years of active legal experience.

"Intellectual Property Rights" means all patents, copyrights, trademarks, service marks, trade names, design rights, database rights, domain names, know-how, trade secrets, and all other intellectual property rights, whether registered or unregistered, and all applications therefor, anywhere in the world.

"Package Validity Period" means the period (as specified at the time of purchase) during which a User may execute Documents under an Execution Package; upon expiry, unutilised executions shall lapse without refund unless otherwise expressly agreed in writing.

"Part A Workspace" means the Account module in which a User acts as a business owner, document originator, employer, or issuing party.

"Part B Workspace" means the Account module in which a User acts as a counterparty, signatory, employee, or receiving party.

"Personal Data" means any data about an individual who is identifiable by or in relation to such data, as defined under the DPDP Act.

"Platform" means the Legatio web application, mobile application, application programming interfaces, and all associated software, infrastructure, and Services made available by Trayambic LLP at www.legatio.in and all associated sub-domains.

"Pricing Schedule" means the schedule of Fees communicated to the Client at the time of onboarding and/or as published on the Platform from time to time, as may be amended upon fifteen (15) days' prior written notice to existing Users.

"Proprietary Algorithmic Software" means the software, scripts, automation logic, templating engines, algorithmic validation tools, workflow orchestration systems, and rule-based tools developed, owned, or licensed by Trayambic LLP and deployed on the Platform to power the Services.

"Services" means the three core service pillars offered through the Platform — Draft, Sign, and Secure — together with any ancillary, supplementary, or future services made available by Trayambic from time to time.

"Template" means a lawyer-drafted, jurisdiction-specific document template commissioned by a Part A User or made available as a standard offering on the Platform, reviewed and approved by the In-House Legal Team and confirmed by the commissioning User before publication.

"Template Package" means the commercial arrangement under which a Part A User commissions a custom Template from Trayambic's In-House Legal Team and purchases an Execution Package for a fixed number of executions of that Template during the Package Validity Period.

"Vendor / Third-Party Service Provider" means any external entity engaged by Trayambic to provide infrastructure, software, or services integral to the Platform, including without limitation Digio (Aadhaar eSign, eKYC, and DSC-based eSign), Amazon Web Services (AWS) Mumbai region, Jio TrueConnect (telecommunications), AWS Simple Email Service, and payment gateway operators.

1.2 Interpretation

Words importing the singular include the plural and vice versa. References to any statute or statutory provision include any modification, re-enactment, or extension thereof. Headings are for convenience only and shall not affect interpretation. The words "including" and "include" shall be construed as "including without limitation." References to "writing" include electronic communications transmitted through the Platform. Any reference to a "day" means a calendar day unless expressly specified as a "Business Day," which shall mean a day on which scheduled commercial banks are open for regular business in Mumbai, Maharashtra. References to a "clause" are to the clauses of these Terms unless otherwise stated. Any obligation on a party not to do something includes an obligation not to allow or cause that thing to be done.

CLAUSE 2 — ELIGIBILITY AND USER REPRESENTATIONS

2.1 Eligibility Criteria

You may use the Platform only if you:

- are at least eighteen (18) years of age and are competent to contract under Section 11 of the Indian Contract Act, 1872;
- are not disqualified from contracting under any Applicable Law;
- hold a valid mobile number issued by an Indian telecom operator and, where applicable for eSignature, a valid Aadhaar number or DSC;
- are accessing the Platform from within the territory of India or, if accessing from outside India, in full compliance with the laws of your jurisdiction and all applicable Indian foreign exchange and data localisation regulations; and
- where you register on behalf of a juridical entity, are duly authorised to bind such entity to this Agreement, and such authorisation is in full force and effect.

2.2 User Representations and Warranties

You represent, warrant, and covenant on a continuing basis that:

- all information provided by you on or through the Platform is and shall remain true, accurate, current, and complete;
- you shall promptly update such information to maintain its accuracy;
- you shall not impersonate any other person or entity or misrepresent your identity or affiliation;
- you have obtained all necessary consents, authorisations, and approvals required under Applicable Law to upload, process, share, and execute any Document through the Platform, including the consent of all data principals whose Personal Data is contained in such Documents;

- your use of the Platform shall at all times comply with Applicable Law and this Agreement; and
- you are not, and are not acting on behalf of, any person or entity subject to any sanctions list maintained by the United Nations Security Council, the Ministry of External Affairs (Government of India), the Financial Intelligence Unit — India, or any competent authority under the Prevention of Money Laundering Act, 2002.

CLAUSE 3 — ACCOUNT REGISTRATION AND MANAGEMENT

3.1 Client Onboarding

Clients shall be onboarded via credentials generated post-package selection. Upon receiving an invitation login ID via email, the Client must establish secure credentials. Clients are solely responsible for maintaining the confidentiality of their credentials and all activities occurring under their organisational domain.

3.2 Counterparty Onboarding

Counterparties receive a secure, encrypted SMS or email link dispatched on behalf of the Client. No pre-registration or application installation is required prior to receiving the link. To initiate Account creation, the Counterparty must complete a secure OTP validation mapped directly to the receiving mobile number or email address.

3.3 Dual-Role Architecture

The Platform operates on a proprietary dual-role architecture whereby a single verified mobile number may simultaneously hold a Part A Workspace and a Part B Workspace. Each workspace shall maintain logical, data-level, and audit-level separation. Trayambic bears no liability whatsoever for any misuse of the dual-role functionality, including self-dealing, sham transactions, or fraudulent execution. Where dual-role usage is determined by a competent authority to constitute fraud, money laundering, benami transaction, or any other unlawful act, such conduct shall constitute a breach of Clause 10 and Trayambic reserves the right to terminate the Account immediately.

3.4 Counterparty Execution Flow

Where a Part A User dispatches a Document to a Counterparty who is not a registered User, the Counterparty shall receive a secure execution link via SMS or email. Upon clicking such link, the Counterparty shall: (i) provide their mobile number and complete OTP-based verification; (ii) receive and acknowledge the short-form Terms and eSignature Consent acknowledgment; and (iii) execute the Document through the Aadhaar-based eSign or DSC-based eSign mechanism. No fees shall be charged to a Counterparty solely by reason of signing a Document dispatched to them by a Part A User. A Counterparty may independently upgrade to or register a Part A Workspace at any time, subject to payment of applicable Fees.

3.5 Counterparty Lifecycle Window

Upon receipt of the access notification, the Counterparty must initiate the verification and form-filling sequence within forty-eight (48) hours. Failure to engage within this window will trigger automated system alerts to the Client. Counterparties shall complete required fields through a step-by-step guided interface; the Platform's Proprietary Algorithmic Software shall flag formatting errors or missing fields before allowing the user to proceed to the signature step.

3.6 Account Security

You are solely responsible for maintaining the confidentiality and security of your login credentials, OTPs, biometric authentication data, and all Aadhaar-linked authentication factors. You shall immediately notify Trayambic at the Grievance Officer email address upon becoming aware of any unauthorised access to or suspected compromise of your Account. Trayambic shall not be liable for any loss or damage arising from unauthorised use of your Account prior to such notification.

3.7 Suspension and Termination by Trayambic

Trayambic reserves the right to suspend, restrict, or terminate any Account, with or without prior notice, in the following circumstances:

- the User is in material breach of any provision of this Agreement;
- the User engages in conduct that is unlawful, fraudulent, abusive, or prejudicial to the Platform, other Users, or third parties;
- Trayambic is required to do so by an order of a competent court, tribunal, or regulatory authority;
- the User has engaged in prohibited conduct under Clause 10; or
- the Account has been inactive for a continuous period exceeding twelve (12) months.

CLAUSE 4 — SERVICES

4.1 Overview

Legatio operates an integrated digital document infrastructure platform that facilitates three core service phases: Phase I (Consultation and Professional Drafting), Phase II (Custom Configuration Lock-In), and Phase III (eSign Mechanics and Statutory Validity), together with Phase IV (The Encrypted Vault).

4.2 Phase I — Consultation and Professional Drafting

The Platform enables Part A Users to commission custom, lawyer-drafted, jurisdiction-specific Templates through a Template Package arrangement. All Templates are drafted exclusively by Trayambic's In-House Legal Team. A custom draft will be delivered within twenty-four (24) hours of consultation. The commissioning User has a twenty-four (24) hour window to communicate explicit feedback or request modifications; amendments shall be incorporated within twenty-four (24) hours of receipt of written feedback. The commissioning User shall review and formally confirm satisfaction with the drafted Template before it is activated on the Platform for execution. Trayambic shall not activate any Template unless and until such confirmation has been received.

4.3 Phase II — Custom Configuration Lock-In

Prior to deployment, the Client must permanently lock in the operational metrics for their package, including: (i) the selection of identity documents from the permitted list (Aadhaar, PAN, or Driving Licence) for Counterparty database validation; (ii) the mandatory execution method (Aadhaar eSign, DSC, or both); and (iii) the usage limits and Package Validity Period as agreed with Trayambic at the time of onboarding. These parameters are locked upon package activation. No adjustments to verification or signing metrics can be integrated mid-package without additional commercial consideration.

4.4 Template Package — Commercial Terms

Template Packages are sold on a per-Template basis. The commissioning User purchases a fixed Execution Package specifying the number of executions permitted during the Package Validity Period. Unutilised executions shall lapse upon expiry of the Package Validity Period without refund or carry-forward, unless otherwise expressly agreed in writing. Upon

exhaustion of permitted executions prior to expiry, the User may purchase a top-up Execution Package at the prevailing rate. Where a User requires post-activation modifications to a Template, such revision shall be subject to the payment of a revision fee as specified in the Pricing Schedule.

4.4.1 Validity and Extension

All purchased Document credits carry a standard lifecycle of four (4) months from the date of platform configuration. Unused credits automatically expire at 23:59 hours on the final day of the fourth month. To extend the validity of an unexecuted Document credit, the Client must remit an extension fee as communicated by Trayambic at the time of the extension request; each such remittance extends that specific Document credit's validity by a fixed period of three (3) months from the date of the extension payment.

4.5 Phase III — eSign Mechanics and Statutory Validity

eSignature functionality is provided through Digio, a UIDAI-licensed Certifying Authority infrastructure partner, for Aadhaar-based eSign and eKYC, and for DSC-based and hybrid eSign solutions. The User acknowledges that eSignature services are provided by Digio and that use of such services is subject to Digio's terms and conditions, incorporated herein by reference. All eSignatures executed on the Platform are intended to comply with Section 3A, Section 5, and the Second Schedule of the IT Act, read with the Information Technology (Use of Electronic Records and Digital Signatures) Rules, 2004.

By executing an eSignature, the User and Counterparty provide express and informed consent to: (i) the use of Aadhaar-based authentication in accordance with the Aadhaar Act, 2016; (ii) the generation, transmission, and storage of authentication metadata; and (iii) the legal effect of the eSignature being equivalent to a handwritten signature under Section 5 of the IT Act. Such consent, once exercised in respect of a completed eSignature event, shall be irrevocable as to that specific execution and shall not affect the legal validity of any Document already executed. A User may withdraw consent for future eSignature transactions by notifying Trayambic in writing, with effect from the date of receipt of such notice.

4.6 Phase IV — The Encrypted Vault (Secure)

The Vault provides AES-256 encrypted, access-controlled storage of Executed Documents with a full Audit Trail. Data is encrypted at rest using AES-256 and in transit using TLS 1.3 or higher. Trayambic operates on a zero-knowledge technical architecture: no employee or human operator of Legatio can view, open, or read the text of Documents stored within the Encrypted Vault; access is restricted exclusively to authenticated Account holders who are parties to that Document.

4.6.1 Eight-Year Retention Commitment

All Executed Documents are automatically preserved within the Encrypted Vault for a period of eight (8) years from the date of execution, at no additional charge to the User. Upon expiration of the 8-year retention period, the Platform shall trigger an automated purge: all Document files, metadata records, and transaction logs shall be permanently deleted from active storage arrays and secure backup mirrors. There is no commercial option to extend storage beyond the 8-year limit.

4.6.2 Business Continuity

In the event that Legatio or Trayambic LLP ceases commercial operations, Trayambic shall use commercially reasonable efforts to provide Users with not less than sixty (60) days' prior written notice of such cessation and shall, during that notice period, activate a bulk data export facility enabling Users to download all Executed Documents and complete Audit Trails

from their dashboard. Upon expiry of the sixty (60) day notice period, or upon the earlier date on which Trayambic is unable to continue providing access despite commercially reasonable efforts (including by reason of court order, regulatory direction, insolvency proceedings, or material infrastructure failure), Trayambic's obligations under this Clause 4.6.2 shall be deemed discharged. For the avoidance of doubt, Trayambic shall not be required to maintain infrastructure, incur operational expenditure, or sustain AWS hosting obligations beyond the sixty (60) day notice period referenced herein. Users are strongly advised to download and independently archive all Documents of commercial significance at regular intervals and not to rely solely on Vault storage as their primary record.

4.6.3 Termination Delivery Protocol

Upon termination of an Account — whether by the User or by Trayambic — the Platform shall generate and deliver one final copy of each Executed Document to each signatory party on record, after which Trayambic shall permanently delete all such Documents from the Vault within seven (7) days of such delivery. Trayambic shall have no further obligation to retain or provide access to any Document following completion of this post-termination delivery. The Vault is provided as a storage and retrieval service and does not constitute legal archival, court-admissible evidence preservation, or compliance archiving under any specific regulatory framework.

4.7 Nature and Limitations of the Services

The Services are powered by Proprietary Algorithmic Software. The Services do not constitute, and shall not under any circumstances be construed as: (i) the practice of law or the rendering of legal advice within the meaning of the Advocates Act, 1961; (ii) legal representation before any judicial, quasi-judicial, or administrative forum; (iii) a substitute for independent legal counsel; or (iv) a guarantee or warranty that any Document executed through the Platform will achieve the User's intended legal, commercial, financial, or tax outcome. The Fees payable to Trayambic are charged exclusively for access to and use of the Platform, the Proprietary Algorithmic Software, and for the engagement of the In-House Legal Team for drafting services. No part of the Fees constitutes payment for legal advice, legal representation, or any legal service within the meaning of any applicable professional regulation.

CLAUSE 5 — REGULATORY AND COMPLIANCE DISCLAIMERS

5.1 Stamp Duty

Legatio does not provide stamp duty computation, collection, or remittance services. The Platform does not offer e-stamping integration. Users are specifically advised that Documents executed electronically through the Platform may still attract stamp duty obligations under the Maharashtra Stamp Act, 1958, the Indian Stamp Act, 1899, or applicable state stamp legislation, and that electronic execution does not automatically satisfy any physical stamping or compulsory registration requirement. The User is solely and entirely responsible for determining, computing, and discharging any stamp duty payable. Trayambic expressly disclaims all liability for any consequence, penalty, fine, inadmissibility of evidence, or adverse determination arising from the User's failure to appropriately stamp any Document.

5.2 Registration

Where any Document requires compulsory registration under the Registration Act, 1908 or any other Applicable Law, the User shall be solely responsible for procuring such registration in a timely manner. The Platform does not provide document registration services of any kind.

5.3 Goods and Services Tax

All Fees are exclusive of Goods and Services Tax (GST) and any other applicable taxes, levies, or cess, which shall be charged at the prevailing statutory rates and indicated separately on

the invoice. Trayambic shall issue GST-compliant tax invoices in accordance with the Central Goods and Services Tax Act, 2017 and the Maharashtra Goods and Services Tax Act, 2017. The User shall be responsible for discharging any applicable withholding tax obligations under the Income Tax Act, 1961 and for furnishing a valid TDS certificate to Trayambic upon request.

5.4 Sector-Specific Regulatory Compliance

Templates are drafted as general-purpose commercial document infrastructure. Users operating in regulated sectors — including without limitation banking and financial services (RBI-regulated entities), NBFCs, microfinance institutions, healthcare providers, insurance intermediaries, and educational institutions — shall be solely responsible for independently verifying that any Document or Template used through the Platform satisfies all applicable sector-specific regulatory requirements, including RBI Fair Practices Code, IRDAI, SEBI, NMC, and AICTE/UGC norms, as applicable. Trayambic expressly disclaims any representation or warranty that any Template is compliant with sector-specific regulations or that it will be updated to reflect regulatory changes.

CLAUSE 6 — FEES, PAYMENT, AND REFUNDS

6.1 Pricing Structure

The Fees applicable to each Template Package are determined on a client-specific basis and communicated to each Client individually at the time of onboarding, having regard to the nature of the Documents required, the volume of executions, and the Package Validity Period selected. No standard published pricing schedule is maintained on the Platform. Trayambic reserves the right to revise its Fees for new engagements at any time, without affecting the Fees agreed with existing Clients during their active Package Validity Period.

6.2 Payment Split Milestones

The commercial engagement operates on a strict 50-50 financial milestone split: (i) Initial Milestone: 50% of the calculated fee is payable prior to the commencement of legal drafting and consultation; and (ii) Final Milestone: the remaining 50% is payable immediately upon the final approval and digital configuration of the Document on the Platform.

6.3 Payment Terms

Template Package Fees (including commissioning and Execution Package fees) are payable in advance at the time of commissioning. Top-up Execution Package Fees and revision charges are payable at the time of the relevant request. All payments are processed through PCI-DSS compliant payment gateway operators. Trayambic does not store full payment card data on its servers. Fees once paid shall not be subject to any offset, set-off, or deduction by the User.

6.4 Refund Policy

The following refund framework shall apply to all Template Package engagements:

(a) Initial Milestone (50%): The Initial Milestone payment is strictly non-refundable once the In-House Legal Team has commenced consultation or drafting, regardless of whether the User subsequently decides not to proceed with the Template or the Platform.

(b) Final Milestone (50%): The Final Milestone payment shall be refundable only in the event that Trayambic fails to deliver the completed Template within the committed delivery timeline through no fault, act, or omission of the User, and provided the User has not yet confirmed the Template. Where delivery is delayed owing to circumstances attributable to the User (including delayed provision of instructions, documents, or approvals), no refund shall be due.

(c) Unutilised Executions: Unused Document execution credits within an Execution Package are strictly non-refundable upon expiry of the Package Validity Period, or upon early termination of the Account by the User.

(d) Top-Up Packages: Top-up Execution Package payments are non-refundable once purchased.

(e) Trayambic Delivery Failure — Extended Timeline Provision: Notwithstanding sub-clause (b) above, where Trayambic is unable to deliver the Template within the committed timeline by reason of: (i) internal resource constraints requiring additional legal research; (ii) complexity or novelty of the Document type as reasonably determined by the In-House Legal Team; (iii) a Force Majeure Event; or (iv) any regulatory or statutory restriction on the content of the Template, Trayambic shall notify the User in writing and shall be entitled to an additional period of up to five (5) Business Days to complete delivery, without any obligation to issue a refund during such extended period. In the event that delivery is not completed within such extended period through no fault of the User, the User shall be entitled to a full refund of the Final Milestone payment only, and the Initial Milestone shall remain non-refundable as consideration for professional time already expended.

(f) No other refunds shall be available under any circumstances, including dissatisfaction with the content of a confirmed Template, change of business requirements, or commercial disputes with Counterparties.

6.5 Late Payment

Where any amount due to Trayambic remains unpaid beyond the due date, such unpaid amount shall attract interest at the rate of eighteen percent (18%) per annum, calculated on a daily basis from the due date to the date of actual payment, without prejudice to any other rights or remedies available to Trayambic.

CLAUSE 7 — INTELLECTUAL PROPERTY

7.1 Platform Intellectual Property

All Intellectual Property Rights in and to the Platform, the Proprietary Algorithmic Software, the Templates (in their original form and underlying structural architecture), the user interface, the trademarks "Legatio" and "Trayambic," the taglines "Draft. Sign. Secure." and "From Intent to Ironclad," and all associated branding, design elements, documentation, source code, algorithmic logic, logo configurations, and materials developed by Legatio are and shall at all times remain the exclusive property of Trayambic LLP. Nothing in these Terms shall be construed as a transfer, assignment, or waiver of any such rights.

7.2 Limited Licence to User

Subject to your continued compliance with this Agreement and payment of all applicable Fees, Trayambic grants you a non-exclusive, non-transferable, revocable, limited licence to access and use the Platform and the commissioned Templates solely for your internal business purposes and within the scope of the purchased Execution Package. This licence does not extend to any third-party use, redistribution, or exploitation of the Platform or Templates.

7.3 User Content

You retain all Intellectual Property Rights in the specific content, data, and information that you input into the Templates and upload to the Platform ("User Content"). You grant Trayambic a worldwide, royalty-free, non-exclusive, limited licence to host, store, process, transmit, display, and back up User Content solely to the extent necessary to provide the Services. Trayambic shall not use User Content for marketing, advertising, training of machine learning or artificial intelligence models, benchmarking, or any purpose unrelated to the provision of the Services, without your express prior written consent.

7.4 Customised Template Ownership

Where a User customises a Template by inserting party-specific data, modifying variable fields, or adding bespoke provisions, the User shall own the resulting customised document as their own work product. Notwithstanding the foregoing, Trayambic retains all rights in the underlying Template structure, standard clauses, drafting methodology, and formatting architecture of the original Template.

7.5 Prohibited Uses

You shall not:

- resell, sublicense, redistribute, or commercially exploit any Template as a standalone product outside the Platform;
- remove, obscure, alter, or tamper with any proprietary notice, attribution, or watermark on any Template or Platform element;
- use any Template, or any portion thereof, as the basis for developing a competing platform, software, or legal-tech product;
- reverse engineer, decompile, disassemble, or attempt to derive the source code or algorithms underlying the Proprietary Algorithmic Software; or
- register any trademark, domain name, or brand element that is confusingly similar to "Legatio" or "Trayambic."

CLAUSE 8 — DATA PROTECTION AND PRIVACY

8.1 Compliance Framework

Trayambic shall process Personal Data in strict compliance with the Digital Personal Data Protection Act, 2023, the Information Technology Act, 2000, the IT (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, and all other Applicable Law governing the collection, processing, storage, and transfer of Personal Data, as applicable and as and when brought into force.

8.2 Data Fiduciary and Data Processor Roles

For Personal Data collected by Trayambic directly in connection with the User's Account (including registration data, billing information, and usage logs), Trayambic acts as a Data Fiduciary within the meaning of the DPDP Act. For Personal Data contained within User Content uploaded to the Vault (including Personal Data of Counterparties, employees,

customers, and other third parties), Trayambic acts as a Data Processor processing Personal Data on behalf of the User (the Data Fiduciary in respect of such data). Third-party infrastructure providers such as AWS Mumbai and Digio operate as Data Processors under this framework.

8.3 User Obligations as Data Fiduciary

Where a User, acting as a Part A User, uploads Personal Data of third parties to the Platform, the User shall, as Data Fiduciary: (i) obtain all notices and consents required under Sections 6 and 7 of the DPDP Act from relevant data principals prior to uploading their data, as and when such provisions are brought into force; (ii) ensure a lawful basis for processing exists for each category of Personal Data; (iii) respond to all data principal rights requests under Sections 11, 12, 13, and 14 of the DPDP Act, as and when operative; and (iv) comply with all obligations of a Data Fiduciary under the DPDP Act, including data minimisation, purpose limitation, and accuracy obligations.

8.4 Categories of Personal Data Collected

Trayambic collects and processes the following categories of Personal Data in connection with the provision of the Services:

(a) **Registration and Identity Data:** Full name, registered mobile number (Indian), email address, and business name and GSTIN (for Clients registering as entities).

(b) **Government-Issued Identification (Routed to Digio — Not Stored by Trayambic):** Aadhaar number, PAN, and/or Driving Licence, uploaded solely for verification purposes and transmitted directly to Digio's verification API. Trayambic's systems retain only the resulting verification metadata (confirmation status flags, transaction reference numbers, and cryptographic hashes).

(c) **Technical and Device Data:** IP address, device fingerprint, browser type, operating system, geo-location metadata, and session identifiers, captured as part of the Audit Trail.

(d) **Document Content:** The content of Documents uploaded, drafted, or executed by Part A Users on the Platform, which may contain Personal Data of Counterparties, employees, or other third parties.

(e) **Payment Metadata:** Transaction reference numbers, payment gateway confirmation codes, invoice records, and GST details. Full payment card data is not stored by Trayambic.

(f) **Authentication and OTP Logs:** Records of OTP issuance, delivery, and verification events, and eSignature authentication events, forming part of the immutable Audit Trail.

(g) Communication Preferences: WhatsApp opt-in or opt-out status, email communication preferences, and marketing consent records, maintained in compliance with the Telecom Commercial Communications Customer Preference Regulations and the DPDP Act.

(h) Usage and Session Logs: Platform interaction logs, feature usage data, and session duration records, used solely for platform security, service improvement, and audit purposes.

8.5 Aadhaar Data Handling Mandate

Trayambic strictly complies with regulations issued by the UIDAI and the Aadhaar Act, 2016. Legatio's database architecture does not store the raw numeric digits of an individual's Aadhaar card, PAN, or Driving Licence. When a Counterparty uploads these documents for validation, the image files are routed directly to Digio's verification API. No employee, engineer, or human operator at Legatio can view or access raw identification numbers or uploaded document images. The Platform retains only verified metadata (confirmation status flags, transaction reference numbers, and cryptographic hashes) within the secure Audit Trail.

8.6 Data Localisation

All Personal Data processed through the Platform shall be stored exclusively on servers located within the territory of India (AWS Mumbai region), in compliance with the DPDP Act and applicable sectoral data localisation requirements. No Personal Data or Document records are transferred, processed, or stored outside the territorial borders of the Republic of India.

8.7 Data Breach Notification

In the event of a personal data breach involving Personal Data for which Trayambic is the Data Fiduciary, Trayambic shall: (i) isolate affected server clusters within two (2) hours of discovery; (ii) report the incident to CERT-In within six (6) hours of becoming aware of the incident, in accordance with the CERT-In Directions dated 28 April 2022; and (iii) notify the Data Protection Board of India and affected Data Principals in the manner and within the timelines prescribed under the DPDP Act, as applicable. Where the breach involves Personal Data for which the User is the Data Fiduciary, Trayambic shall notify the User without undue delay, and the User shall be responsible for all obligations of notification and remediation.

8.8 Data Principal Rights

Every verified Data Principal on the Platform retains the following rights under the DPDP Act, 2023, exercisable via a request to the Data Protection Officer, as and when the relevant provisions are brought into force: (i) Right to Summary — receive a summary of personal data being processed; (ii) Right to Correction — correct, complete, or update inaccurate personal data; (iii) Right to Erasure — request deletion of personal data, subject to retention requirements under Applicable Law or active 8-year contract configurations; and (iv) Right of Grievance Redressal — register a formal complaint regarding any perceived data handling issue.

8.9 Privacy Policy

The detailed framework governing the collection, processing, storage, retention, transfer, and deletion of Personal Data is set out in the Privacy Policy available at www.legatio.in/privacy, which forms an integral and binding part of this Agreement. In the event of any conflict between these Terms and the Privacy Policy in respect of a Personal Data matter, the Privacy Policy shall prevail to the extent of such conflict.

CLAUSE 9 — INFORMATION SECURITY

Trayambic maintains a comprehensive information security framework including the following controls and measures:

(a) Data Encryption: AES-256 encryption at rest; TLS 1.3 in transit across all network layers.

(b) Access Logging: Immutable, write-once-read-many (WORM) audit logging capturing timestamps, IP addresses, user sessions, and cryptographic events.

(c) Vulnerability Management: Regular automated vulnerability assessments and penetration testing to identify and address system weaknesses.

(d) Network Isolation: Fine-grained access controls and network isolation protocols separating application layers from active data processing environments.

(e) Zero Human Viewability: Zero-knowledge architecture ensuring no employee or human operator can access the contents of Documents stored in the Encrypted Vault.

CLAUSE 10 — ACCEPTABLE USE POLICY

You shall not, directly or indirectly, use the Platform for any of the following purposes:

- to execute, store, or transmit any Document that is unlawful, fraudulent, defamatory, obscene, forged, or that violates the rights of any third party;
- to create, execute, or store Documents intended to facilitate money laundering, tax evasion, circular trading, benami transactions, or any offence under the Prevention of Money Laundering Act, 2002, the Benami Transactions (Prohibition) Act, 1988, or any analogous legislation;
- to impersonate any individual or entity, forge any signature, affix any unauthorised seal, or execute any Document on behalf of any person without lawful authority or valid power of attorney;
- to upload, introduce, or transmit any virus, trojan, worm, ransomware, spyware, malware, logic bomb, or any other harmful or disruptive code or software;
- to circumvent, disable, or otherwise interfere with any security feature, access control, rate limit, authentication mechanism, or technical protection measure of the Platform;
- to scrape, crawl, harvest, or otherwise extract data from the Platform by automated means without Trayambic's express prior written consent;
- to use the Platform in any manner that violates the IT Act, the Bharatiya Nyaya Sanhita 2023, the Aadhaar Act 2016, the DPDP Act, the Consumer Protection Act 2019, or any other Applicable Law;
- to engage in any activity that is harmful to minors;

- to transmit any unsolicited commercial communication in violation of the Telecom Commercial Communications Customer Preference Regulations;
- to defame Trayambic, its employees, officers, directors, agents, partners, or service providers; or
- to use the Platform in any manner that could damage, disable, overburden, or impair the Platform or interfere with any other User's enjoyment of the Platform.

CLAUSE 11 — THIRD-PARTY VENDORS

11.1 Vendor Integration

The Platform integrates with the following authorised Third-Party Service Providers to deliver specific functionality:

- Digio — Aadhaar-based eSign, eKYC, DSC-based and hybrid eSign solutions (UIDAI-licensed Certifying Authority partner)
- Amazon Web Services (AWS) Mumbai Region — infrastructure hosting; all data remains within the Republic of India
- Jio TrueConnect — telecommunications gateway for OTP codes and SMS access alerts
- AWS Simple Email Service (SES) — email service for system notifications, custom notes, and Document copies
- PCI-DSS compliant payment gateway operators — transaction processing

11.2 Vendor Terms Pass-Through

By availing eSign services through the Platform, the User expressly acknowledges and accepts that they are also subject to the terms and conditions of Digio, including any terms relating to Aadhaar authentication, biometric data processing, and DSC issuance. Where vendor terms conflict with these Terms in respect of a matter exclusively within the vendor's domain, the vendor terms shall prevail to the extent of such conflict.

11.3 Trayambic's Liability for Vendor Failures

Trayambic shall not be liable for any interruption, failure, error, delay, security breach, data loss, or other deficiency in the services provided by any Third-Party Service Provider, including any failure by UIDAI or Digio's software layers. Any such liability rests exclusively with the respective third-party infrastructure provider. Trayambic's sole obligation in respect of a vendor failure shall be to use commercially reasonable efforts to restore the affected Service.

CLAUSE 12 — LIABILITY AND INDEMNIFICATION

12.1 Disclaimer of Warranties

THE PLATFORM AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, OR UNINTERRUPTED OR ERROR-FREE OPERATION. TRAYAMBIC DOES NOT WARRANT THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, THAT RESULTS OBTAINED THROUGH USE OF THE PLATFORM WILL BE LEGALLY EFFECTIVE OR ENFORCEABLE, OR THAT ANY DEFECTS WILL BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRAYAMBIC DISCLAIMS ALL SUCH WARRANTIES.

12.2 Legal Quality Statement and Confirmed Templates

Legatio warrants that its legal templates and bespoke Documents are structured by qualified legal professionals using standard commercial drafting practices. However, all Templates are confirmed by the commissioning User before activation. By providing confirmation of a Template, the User acknowledges that they have reviewed the Template and found it satisfactory for their intended purpose. Following such confirmation, Trayambic shall bear no liability whatsoever for any inadequacy, error, ambiguity, omission, or unsuitability of the Template for the User's specific circumstances or legal requirements.

12.3 Limitation of Liability — Aggregate Cap

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TRAYAMBIC'S AGGREGATE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY YOU TO TRAYAMBIC IN RESPECT OF THE SPECIFIC TEMPLATE PACKAGE OR SERVICE OUT OF WHICH THE CLAIM AROSE, DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION FIRST AROSE. ALL USERS ACKNOWLEDGE THAT THIS LIMITATION IS REASONABLE AND REFLECTS THE COMMERCIAL BALANCE OF THIS ENGAGEMENT.

12.4 Exclusion of Consequential Loss

TRAYAMBIC SHALL NOT, IN ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF GOODWILL, COST OF SUBSTITUTE SERVICES, OR LOSS ARISING FROM AN UNENFORCEABLE, INADMISSIBLE, OR IMPROPERLY STAMPED DOCUMENT, WHETHER OR NOT TRAYAMBIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

12.5 User Indemnification

You shall indemnify, defend, and hold harmless Trayambic LLP, its designated partners, officers, employees, agents, In-House Legal Team members, and representatives from and against all claims, demands, actions, suits, proceedings, losses, damages, costs, liabilities, and expenses (including reasonable legal fees) arising out of or in connection with:

- your breach of any provision of this Agreement;
- your violation of any Applicable Law, including any DPDP Act violation in respect of Personal Data for which you are the Data Fiduciary;
- any third-party claim arising from a Document executed by you through the Platform, including claims that a Document is forged, unauthorised, inadequately stamped, or legally invalid;
- your misuse of the dual-role architecture, including any self-dealing, sham transaction, or fraudulent execution;
- any false or misleading information provided by you to Trayambic;
- infringement of third-party intellectual property rights via custom text inputs; or
- any failure to obtain required consents from Counterparties or data principals.

12.6 Advocates Act Carve-Out

Trayambic expressly clarifies that it does not undertake "legal work" within the meaning of Sections 29, 30, 32, and 33 of the Advocates Act, 1961. Trayambic does not appear before any court, tribunal, or authority; does not draft Documents as an advocate for a client; and does not charge Fees for legal advice, legal opinion, or legal representation. All Fees are charged solely for access to document infrastructure, Proprietary Algorithmic Software, and the In-House Legal Team's template drafting services.

CLAUSE 13 — CONFIDENTIALITY

13.1 Mutual Confidentiality Obligations

Each party undertakes to keep confidential all Confidential Information of the other party and shall not disclose such Confidential Information to any third party without the prior written consent of the disclosing party, except as expressly permitted under this Agreement.

13.2 Permitted Disclosures

A party may disclose Confidential Information: (i) to its employees, officers, professional advisors, and contractors who have a genuine need to know, provided such persons are bound by confidentiality obligations at least as protective as those herein; (ii) to the extent required by Applicable Law or by order of a competent court or regulatory authority; or (iii) with the prior written consent of the disclosing party.

13.3 Exclusions

Confidentiality obligations shall not apply to information that: (i) is or becomes publicly available through no breach of this Agreement; (ii) was already known to the receiving party prior to disclosure, without restriction; (iii) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (iv) is received from a third party without restriction and without breach of any obligation of confidence.

13.4 Survival

Confidentiality obligations under this Clause 13 shall survive termination or expiry of this Agreement for a period of eight (8) years, coterminous with the maximum Document retention period under Clause 4.6.1.

CLAUSE 14 — TERM AND TERMINATION

14.1 Term

This Agreement shall commence on the date of your first access to or registration on the Platform and shall continue until terminated in accordance with this Clause 14.

14.2 Termination by User

You may request termination of your Account at any time by notifying Trayambic through the Account settings or by writing to the Grievance Officer email address. Upon receipt of a valid termination request, Trayambic shall initiate the post-termination document delivery process described in Clause 4.6.3 and shall thereafter permanently delete your Account. No refund of any Fees shall be issued upon User-initiated termination.

14.3 Mutual Termination of Executed Documents

Documents executed between a Client and a Counterparty cannot be cancelled unilaterally on the Platform. Early termination of an active Document on the Platform requires a dual-party authorisation workflow: (i) either party may initiate a digital termination request, providing a recorded reason; (ii) the opposing party must review and provide express consent via an OTP-validated authorisation prompt; (iii) upon dual-party confirmation, the Platform shall apply a permanent "TERMINATED" watermark to the Document and record the termination logs; (iv) a final copy of the watermarked Document and complete termination Audit Trail shall be sent to both parties via email; and (v) following delivery of such email, the Document and its

operational records shall be permanently deleted from Legatio's active storage systems after seven (7) days.

14.4 Termination by Trayambic

Trayambic may terminate or suspend this Agreement and your Account in accordance with Clause 3.7. Where termination is for cause (breach by User), Trayambic may deny access to the Platform immediately upon notice.

14.5 Effect of Termination

Upon termination of this Agreement for any reason: (i) the licence granted under Clause 7.2 shall immediately cease; (ii) Trayambic shall initiate the post-termination document delivery process under Clause 4.6.3; (iii) all outstanding Fees shall become immediately due and payable; (iv) each party shall return or destroy the other party's Confidential Information in its possession; and (v) all provisions which by their nature are intended to survive termination shall continue in full force and effect, including without limitation Clauses 7, 8, 9, 12, 13, 15, 16, 19, and 22.

CLAUSE 15 — ELECTRONIC NOTICES AND COMMUNICATIONS

15.1 Electronic Communications Consent

By registering on the Platform, you expressly consent to receive all notices, communications, invoices, alerts, and other correspondence from Trayambic by electronic means. Primary legal notices shall be served by email to the registered email address on record, and shall constitute valid and legally effective service of notice for all purposes of this Agreement and for the purposes of Section 13 of the IT Act. WhatsApp and SMS notifications shall serve as supplementary operational alerts only and shall not constitute primary service of legal notice for contractual or dispute resolution purposes.

15.2 Marketing Communications and Opt-Out

Legatio may distribute operational updates, system notices, or targeted marketing communications to registered Clients and Users on the basis of voluntary opt-in. Every marketing email or WhatsApp notification includes a clear, single-click opt-out mechanism. Utilising the opt-out mechanism will immediately remove the user's contact information from active marketing lists.

15.3 Cookies and Tracking

The Platform uses standard session cookies to maintain secure login states and user preferences across dashboard sessions. Legatio does not implement invasive tracking networks. The informational website (legatio.in) utilises the Meta Pixel tracking tool to support marketing analytics. Users can manage or opt out of script-based pixel execution via standard web browser privacy settings.

CLAUSE 16 — MODIFICATIONS TO TERMS

Trayambic reserves the right to modify these Terms at any time. Where any modification is material, Trayambic shall provide not less than fifteen (15) days' prior notice to Users by publishing the revised Terms on the Platform and sending a notification to the registered email or mobile number of existing Users. Continued use of the Platform after the effective date of the revised Terms shall constitute your irrevocable acceptance of the modifications. If you do not accept any modification, your sole remedy is to discontinue use of the Platform and request Account termination in accordance with Clause 14.2.

CLAUSE 17 — ASSIGNMENT

You shall not assign, transfer, novate, or sub-license any of your rights or obligations under this Agreement without the prior written consent of Trayambic. Trayambic may freely assign or transfer this Agreement, in whole or in part, to any affiliate, successor entity, or acquirer, whether in the context of a merger, acquisition, reorganisation, restructuring, or sale of assets, without your consent, provided that Trayambic shall provide notice of any such assignment within a reasonable period. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of each party.

CLAUSE 18 — BETA FEATURES

From time to time, Trayambic may make available new features, integrations, or functionality on the Platform in a beta, preview, or pilot capacity ("Beta Features"). Beta Features are provided strictly on an "as is" basis, with no warranties of any kind, and may be withdrawn, modified, or discontinued at any time without notice or liability. Any reliance on Beta Features is entirely at the User's risk. Trayambic may impose additional or different terms on the use of Beta Features, which shall be communicated to Users at the time of availability.

CLAUSE 19 — FORCE MAJEURE

19.1 Definition

A "Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected party, including but not limited to: acts of God, flood, earthquake, storm, epidemic, pandemic, or other natural disaster; fire, explosion, or industrial accident; war, riot, civil disturbance, or act of terrorism; internet shutdown, network blackout, or internet exchange failure; action, order, or directive of any governmental, regulatory, or judicial authority (including lockdowns or restrictions); strike, lockout, or other industrial action (other than by the affected party's own employees); or failure of a Third-Party Service Provider.

19.2 Effect

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by a Force Majeure Event, provided that: (a) the affected party promptly notifies the other of the occurrence and expected duration of the Force Majeure Event; (b) the affected party uses commercially reasonable efforts to mitigate the impact and resume performance; and (c) the Force Majeure Event does not affect payment obligations already due. In the case of a Force Majeure Event, the User shall not be entitled to any refunds for any amounts already paid.

CLAUSE 20 — DISPUTE RESOLUTION AND GOVERNING LAW

20.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to the arbitration provisions set out below, the courts of Mumbai, Maharashtra shall have exclusive territorial jurisdiction over all disputes arising out of or in connection with this Agreement.

20.2 Pre-Dispute Negotiation

In the event of any dispute, claim, or controversy arising out of or relating to this Agreement or the Services ("Dispute"), the parties shall first attempt to resolve the Dispute amicably through good-faith negotiations for a period of thirty (30) days from the date on which one party

notifies the other of the Dispute in writing (the "Negotiation Period"). Neither party shall initiate arbitration proceedings during the Negotiation Period.

20.3 Binding Arbitration

If the Dispute is not resolved within the Negotiation Period, it shall be referred to and finally resolved by binding arbitration in accordance with the following terms:

(a) Rules: The arbitration shall be conducted as an ad hoc arbitration governed by the Arbitration and Conciliation Act, 1996 (as amended by the Arbitration and Conciliation (Amendment) Act, 2021), and the rules thereunder.

(b) Seat and Venue: The seat of arbitration shall be Mumbai, Maharashtra, India. All hearings shall be conducted in Mumbai unless the parties agree otherwise in writing.

(c) Arbitral Tribunal: The Dispute shall be resolved by a sole arbitrator, mutually appointed by the parties within fifteen (15) days of the expiry of the Negotiation Period. In the event the parties fail to agree on the appointment of a sole arbitrator within such period, either party may apply to the Principal Civil Court of original jurisdiction or the High Court within whose local limits the seat of arbitration falls, for appointment of an arbitrator in accordance with Section 11 of the Arbitration and Conciliation Act, 1996.

(d) Language: The arbitration proceedings shall be conducted in English.

(e) Award: The arbitral award shall be final and binding on the parties and shall be enforceable in accordance with the Arbitration and Conciliation Act, 1996.

(f) Costs: Each party shall bear its own costs of the arbitration unless the arbitral tribunal determines otherwise in the award.

(g) Confidentiality: The existence and outcome of any arbitration proceedings shall be kept confidential by both parties, except to the extent necessary to enforce an award or as required by Applicable Law.

20.4 Interim Relief

Notwithstanding the agreement to arbitrate, either party may approach the Bombay High Court or any other court of competent jurisdiction for urgent interim or injunctive relief, including an order restraining the other party from continuing a breach, disclosing Confidential Information, or infringing Intellectual Property Rights. The pursuit of interim relief shall not constitute a waiver of the right to arbitrate.

20.5 Consumer Disputes

Nothing in this Clause shall be construed to restrict your rights under the Consumer Protection Act, 2019, including the right to approach the appropriate District Consumer Disputes Redressal Commission or State Consumer Disputes Redressal Commission.

CLAUSE 21 — GRIEVANCE OFFICER AND DATA PROTECTION OFFICER

21.1 Designated Officers

In accordance with Rule 4 of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, and Section 13 of the DPDP Act, Trayambic has designated the following as its Grievance Officer and Data Protection Officer:

Name:

Designation:

Email Address:

Response Timeline: Trayambic shall acknowledge receipt of any grievance within forty-eight (48) hours and shall endeavour to resolve the same within thirty (30) days of receipt, in accordance with Rule 4(2) of the IT Intermediary Rules, 2021.

21.2 Escalation

If you are dissatisfied with the resolution provided by the Grievance Officer within the prescribed timeline, you may escalate the matter to the Data Protection Board of India (for DPDP Act-related complaints) or approach the appropriate judicial forum in Mumbai, Maharashtra.

CLAUSE 22 — GENERAL PROVISIONS

22.1 Entire Agreement

This Agreement, together with all policies, schedules, and annexures incorporated by reference herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements, warranties, and understandings, whether oral, written, or implied, including any prior brochures, proposals, term sheets, or sales communications.

22.2 Severability

If any provision of this Agreement is held by a court or arbitral tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to render it enforceable, or if modification is not possible, struck from the Agreement. The remaining provisions shall continue in full force and effect.

22.3 Waiver

No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof. No waiver of any breach shall be deemed a waiver of any subsequent breach. A waiver shall only be effective if given in writing and signed by the waiving party (including by electronic means in accordance with Section 10A of the IT Act, 2000).

22.4 Relationship of Parties

The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, franchise, fiduciary, or employment relationship between Trayambic and the User. It is clarified that Trayambic shall not have any right to conclude any contracts for and on the User's behalf.

22.5 No Third-Party Beneficiaries

This Agreement is for the sole benefit of Trayambic and the User and their respective permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer on any other person any right, benefit, or remedy.

22.6 Language

These Terms are executed in the English language. In the event these Terms are translated into any other language for informational purposes, the English-language version shall prevail in the event of any conflict or ambiguity.

22.7 Counterparts and Electronic Execution

This Agreement is entered into electronically. By accessing the Platform and completing the registration process, the User is deemed to have executed this Agreement with full legal effect under Section 10A of the IT Act, 2000. No physical signature is required.

22.8 Survival

The following provisions shall survive termination or expiry of this Agreement: Clause 1 (Definitions), Clause 7 (Intellectual Property), Clause 8 (Data Protection), Clause 9 (Information Security), Clause 12 (Liability and Indemnification), Clause 13 (Confidentiality), Clause 15 (Electronic Notices), Clause 20 (Dispute Resolution), and Clause 22 (General Provisions).

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www.legatio.in | Mumbai, Maharashtra, India

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