

## Added to the Terms of Use

### Buyer & Seller Representations

Following representations need to be specifically acknowledged by the Seller either when Seller puts shares for listing or when seller starts negotiating with the prospective buyer.

- *Seller hereby warrants and represents that:*
  - *The seller is the registered legal owner of the shares in the records of the company and has an absolute title, clear of any liens, encumbrances, security interests or any other restriction of any type.*
  - *The seller has complete authority to transfer and sell the shares. The execution/acceptance and delivery of Share Purchase Agreement by the seller, and the performance of seller's obligations and the consummation of the actions and obligations, have been duly authorized, if required, by all necessary third parties.*
  - *To the best of seller's knowledge, the company is in existence and duly registered under the appropriate laws and has the lawful authority to function and own and operate the assets and property so as to carry on its business.*
  - *There are no actions, suits or proceedings, pending or threatened, against or affecting the seller, before any court or administrative body or arbitral tribunal which might materially or adversely affect the ability of the seller to meet and carry out the obligations to sell the shares.*
    - *The execution/acceptance, delivery, and performance of the obligations by the seller does not and will not conflict with, or result in a breach of, or constitute a default under, or result in the creation of any encumbrance(s) under, any instrument by which seller is bound.*

Following representations need to be specifically acknowledged by the Buyer when buyer opts to negotiate (in case of negotiable listing) or places an offer (in case of a non-negotiable listing) with the seller.

- *The Buyer hereby warrants and represents that:*
  - *The buyer shall ensure that buyer has enough liquid funds at the time of entering into/accepting the share purchase agreement which are sufficient to pay purchase price and the payment of the purchase price shall be from funds from a legal source of income, free of any liens or other encumbrances, and freely available for disposition to the seller upon receipt.*
  - *The buyer is not a competitor of the company. "Competitor" shall mean and include any person or entity that offers or is actively planning to offer any competitive products or services in the industry in which the company is operating.*
  - *There are no actions, suits, or proceedings, pending or threatened, against or affecting the buyer, before any court or administrative body or arbitral tribunal which might materially or adversely affect the ability of the buyer to meet and carry out the obligations under the share purchase agreement.*
    - *Execution/acceptance, delivery and performance of buyer's obligations does not and will not conflict with, or result in a breach of, or constitute a default under or result in the creation of any encumbrance(s) under, any instrument by which buyer is bound.*

**Added to the end of Disclaimer**

Specific disclaimer with respect to the **Pricing**:

*The users are strictly advised to conduct their independent valuation of the pricing of the shares.*

A. Specific disclaimer with respect to the **Transaction**:

*The user should satisfy itself as to all matters relating to a transaction, including the commercial and financial objectives, benefits and risks of any transaction. Further, the users are advised to conduct their own independent due diligence to check if there are any contractual or any other arrangements in place, which restrict their right to sell or buy the shares. No user should act solely on the basis of any statement contained on the platform and must exercise its own discretion.*

A. Specific disclaimer with respect to **Platform's Liability**:

*The users acknowledge that the website of UAPL is only an online technology platform that enables the parties to independently offer, negotiate, accept, and finally transact on the website at the price reached between such parties from any location within India a spot delivery contract. The parties further acknowledge, confirm and undertake that [www.unlistedassets.com](http://www.unlistedassets.com) cannot be a party to or control in any manner any such transactions on the platform.*

A. Specific disclaimer with respect to **UAPL's Association with the Trust**:

*Unlisted Assets which is an affiliate of UAPL is a sponsor to USMWT and UAPL is a member to USMWT. However, these companies have no direct influence on the trust. The trust analyses data available from brokers and other online sources and makes an attempt to present a reasonable view of the industry trends. With this and together with some of its other awareness and education initiatives, the trust assists the participants in self-regulating and safeguarding their interests.*

A. Specific disclaimer with respect to **Spot Delivery Contract**:

*The users understand the concept of a spot delivery transaction and are aware of the definition of a Spot Delivery Contract as provided under the Securities Contracts (Regulations) Act, 1956. If the users choose to transact on the platform, they undertake and confirm to perform such transaction in a time bound manner and in accordance with the applicable provisions of the law.*