

AMPLINXT VENTURE NETWORK

MEMBERSHIP & ECOSYSTEM ACCESS AGREEMENT

3-MONTH EXPLORE MEMBERSHIP

Membership Plan	Explore - 3 Months
Membership Fee	INR 4,999 plus applicable taxes
Member / Startup [Legal Name of Startup]	
Effective Date [DD/MM/YYYY]	
Membership Validity	3 months from the Effective Date

This Membership & Ecosystem Access Agreement ("Agreement") is entered into on [Date] by and between AmpliNxt Foundation, a Section 8 company having its registered office at S.No. 1/1A/7 8 15 16 17, Plot B, C, D, Floor 6, Pune - 411008 ("AmpliNxt"), and [Startup Legal Name], having its registered office at [Address], through its authorised representative [Name, Designation] ("Member"). AmpliNxt and the Member are individually a "Party" and collectively the "Parties".

The Parties agree as follows:

1. PURPOSE & NATURE OF MEMBERSHIP

1.1. Purpose: The AmpliNxt Venture Network is an ecosystem access and facilitation platform intended to enable eligible startups to remain connected with relevant industry, expert, investor, corporate, market and ecosystem opportunities during the Membership Term.

1.2. Membership Status: Upon receipt of the applicable Membership Fee, completion of required formalities and acceptance by AmpliNxt, the Member shall be recognised as an "AmpliNxt Venture Network Member" for the Membership Term.

1.3. Not an Incubation Admission: This Agreement does not, by itself, constitute admission to an AmpliNxt incubation, acceleration or cohort program. The Member shall not represent itself as an "incubatee" or cohort participant of AmpliNxt unless separately admitted under the relevant program documentation.

1.4. Non-Equity Membership: Participation in the AmpliNxt Venture Network under this Agreement is non-equity based. No equity, board, governance, ownership or similar right arises merely by virtue of this Membership.

2. TERM, FEE & ACTIVATION

2.1. Term: The Membership shall remain valid for three (3) months from the Effective Date stated above, unless terminated earlier in accordance with this Agreement.

2.2. Membership Fee: The Membership Fee for the 3-Month Explore plan is INR 4,999 (Rupees Four Thousand Nine Hundred Ninety-Nine only), exclusive of applicable taxes.



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2.3. Payment & Invoice: The Membership Fee shall be paid through the payment mechanism communicated by AmpliNxt. Upon successful receipt, AmpliNxt shall issue the applicable tax invoice / payment acknowledgement in accordance with its invoicing process.

2.4. Activation: Membership access shall commence only after payment confirmation, acceptance of this Agreement and completion of applicable onboarding formalities.

2.5. Non-Transferability: Membership and its entitlements are specific to the Member entity and may not be transferred, assigned, resold or shared with another startup or entity without prior written approval from AmpliNxt.

3. MEMBERSHIP ENTITLEMENTS

During the Membership Term, the Member shall be eligible for the following access, subject to the conditions in this Agreement and Schedule A:

ACCESS / ENTITLEMENT	3-MONTH EXPLORE
Curated Opportunity Updates	Continuous during the Membership Term
AmpliNxt Venture Network Startup Directory	Included
Grant / Challenge / Ecosystem Alerts	Included
Masterclasses / Expert Sessions	Up to 2
Mentor / Expert Office Hours	2 sessions
AmpliNxt Ecosystem Events	Up to 2
Demo Day / Showcase Consideration	Up to 1 opportunity cycle
Investor Opportunity Consideration	Up to 1 opportunity cycle
Corporate / PoC Opportunity Consideration	Up to 1 opportunity cycle
Startup Spotlight / Visibility	Not included in this plan
Engagement Review	End-of-term
Membership Engagement Summary	Included
Priority Opportunity Circulation	Not included in this plan

4. DIRECT ACCESS VS. CURATED OPPORTUNITIES

4.1. Direct-Access Benefits: Benefits expressly described as included or available up to a stated limit will be made available by AmpliNxt within the applicable Membership Term, subject to scheduling, format and reasonable operational availability.

4.2. Selection-Based Opportunities: Investor introductions, corporate connections, pilot / PoC opportunities, Demo Day pitching, startup showcases, partner programs and similar opportunities are curated and selection-based. Consideration does not mean selection, introduction, meeting, transaction or outcome.

4.3. Selection Factors: Such opportunities may depend on relevance, startup stage and readiness, opportunity fit, availability, applicable selection criteria and stakeholder interest.

4.4. Opportunity Cycle: An opportunity cycle means that the Member may be evaluated against relevant opportunities available within that cycle. Where an appropriate fit and stakeholder interest exist, AmpliNxt may facilitate an interaction.



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5. NO GUARANTEE OF OUTCOME

5.1. No Outcome Guarantee: Membership does not guarantee investment, funding, grants, investor meetings, corporate contracts, procurement, pilots, customers, revenue, market access, selection into any AmpliNxt or partner program, or any other commercial or strategic outcome.

5.2. Facilitation Role: AmpliNxt acts as an ecosystem access and facilitation platform. Any decision by an investor, corporate, government body, partner, mentor or other third party remains solely with that stakeholder.

5.3. Independent Evaluation: The Member remains responsible for its own commercial, legal, financial, technical and strategic decisions and for independently evaluating any opportunity introduced or communicated through the Network.

6. MEMBER RESPONSIBILITIES

6.1 Provide accurate, complete and current information during application and onboarding, and promptly notify AmpliNxt of material changes.

6.2 Respond reasonably and on time to communications relating to sessions, opportunities, reviews and required documentation.

6.3 Participate professionally and comply with applicable event, partner and stakeholder requirements.

6.4 Not make misleading claims regarding AmpliNxt, its partners, investors, government relationships, programs or the Member's status.

6.5 Not misuse contact information, confidential information, brand assets, introductions or ecosystem access received through the Network.

7. BRAND, PUBLICITY & MEMBER STATUS

7.1. Use of AmpliNxt Name: The Member may describe itself during the active Membership Term as an "AmpliNxt Venture Network Member". Any use of AmpliNxt logos, marks, artwork or co-branded material requires prior written approval.

7.2. Expiry / Termination: Upon expiry or termination, the Member shall cease representing itself as an active AmpliNxt Venture Network Member and discontinue unauthorised use of AmpliNxt branding.

7.3. Visibility: Where a visibility opportunity is applicable, AmpliNxt may request the Member's logo, founder profile, startup description or related material. Publication remains subject to AmpliNxt's editorial and communication discretion.

8. CONFIDENTIALITY & INTELLECTUAL PROPERTY

8.1. Confidentiality: Each Party shall use reasonable care to protect non-public confidential information received from the other Party and shall use such information only for purposes connected with this Membership, except where disclosure is required by law or the information is already lawfully public.

8.2. Member IP: All intellectual property owned or developed independently by the Member shall remain with the Member.

8.3. AmpliNxt IP: All intellectual property, materials, frameworks, content, branding and proprietary resources owned or developed independently by AmpliNxt shall remain with AmpliNxt or its respective licensors.

8.4. Third-Party Materials: Materials shared by mentors, partners or other third parties remain subject to the rights and restrictions communicated by the respective owner.



9. FEES, CANCELLATION, REFUND & RENEWAL

9.1. Refund Position: Unless otherwise required by applicable law or expressly approved in writing by AmpliNxt, the Membership Fee is non-refundable after Membership activation, including in cases of voluntary early exit, non-participation or partial utilisation of entitlements.

9.2. Unused Entitlements: Unused sessions, events, reviews or opportunity considerations expire at the end of the Membership Term and do not carry forward unless expressly approved in writing.

9.3. Renewal / Upgrade: Renewal or movement to another membership plan is subject to availability, the then-applicable commercial terms and confirmation by AmpliNxt. Renewal is not automatic.

10. TERMINATION

10.1. By AmpliNxt: AmpliNxt may suspend or terminate Membership for material breach, non-compliance, misrepresentation, misuse of the AmpliNxt brand or ecosystem, unlawful conduct, harassment, confidentiality breach, or conduct reasonably likely to harm AmpliNxt or its stakeholders.

10.2. By Member: The Member may discontinue participation by written notice; however, refund treatment shall remain governed by Clause 9.

10.3. Effect: On expiry or termination, active access ends. Clauses concerning confidentiality, intellectual property, branding restrictions, outstanding payments, limitation of liability and dispute resolution shall survive to the extent applicable.

11. RELATIONSHIP, LIABILITY & FORCE MAJEURE

11.1. Independent Relationship: Nothing in this Agreement creates a partnership, joint venture, agency, employment, fiduciary relationship, tenancy or ownership right between the Parties.

11.2. Third Parties: AmpliNxt is not responsible for the acts, omissions, decisions, products, services or commitments of investors, corporates, mentors, partners or other third parties introduced or accessed through the Network.

11.3. Limitation: To the extent permitted by law, neither Party shall be liable to the other for indirect, incidental, special or consequential losses arising from this Agreement. Any specific liability cap should be confirmed by AmpliNxt's legal team before execution.

11.4. Force Majeure: Neither Party shall be liable for delay or failure caused by events beyond its reasonable control, including natural disasters, war, epidemic/pandemic, government action, major technology outages or similar events.

12. GOVERNING LAW & DISPUTE RESOLUTION

12.1. Good-Faith Resolution: The Parties shall first attempt to resolve any dispute amicably through good-faith discussions.

12.2. Arbitration: If unresolved, the dispute shall be referred to a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996, as amended. The seat and venue of arbitration shall be Pune, Maharashtra, India, and proceedings shall be in English.

12.3. Governing Law & Jurisdiction: This Agreement shall be governed by the laws of India. Subject to the arbitration clause above, courts at Pune, Maharashtra shall have jurisdiction.

13. GENERAL

13.1. Entire Agreement: This Agreement together with Schedule A and any written membership confirmation constitutes the understanding between the Parties concerning this Membership and supersedes prior representations relating specifically to the same Membership.



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13.2. Amendments: Any material amendment must be recorded in writing and accepted by authorised representatives of both Parties.

13.3. Severability: If any provision is held invalid or unenforceable, the remaining provisions shall continue in effect.

13.4. Electronic Execution: The Parties may execute this Agreement electronically or through an accepted digital-signature mechanism, and such execution may be treated as valid to the extent permitted by applicable law.

14. ACCEPTANCE & SIGNATURES

By signing below, the Member confirms that it has reviewed the Membership Plan, applicable entitlements, selection-based opportunity conditions and commercial terms and agrees to be bound by this Agreement.

For AmpliNxt Foundation	For [Startup Legal Name]
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____



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SCHEDULE A

3-MONTH EXPLORE MEMBERSHIP - SERVICE ENTITLEMENTS

Membership Fee: INR 4,999 plus applicable taxes | **Term:** 3 months from Effective Date

CATEGORY	ENTITLEMENT	ACCESS / LIMIT
Continuous Access	Curated Opportunity Updates	Continuous
Continuous Access	AmpliNxt Venture Network Startup Directory	Included
Continuous Access	Grant / Challenge / Ecosystem Alerts	Included
Knowledge & Expertise	Masterclasses / Expert Sessions	Up to 2
Knowledge & Expertise	Mentor / Expert Office Hours	2 sessions
Ecosystem Access	AmpliNxt Ecosystem Events	Up to 2
Curated Consideration	Demo Day / Showcase Consideration	Up to 1 cycle
Curated Consideration	Investor Opportunity Consideration	Up to 1 cycle
Curated Consideration	Corporate / PoC Opportunity Consideration	Up to 1 cycle
Visibility	Startup Spotlight / Visibility	Not included
Review	Engagement Review	End-of-term
Review	Membership Engagement Summary	Included
Priority Access	Priority Opportunity Circulation	Not included

Important clarification: Direct-access benefits are delivered within the applicable membership limits. Investor, corporate, PoC, Demo Day, showcase and partner opportunities are selection-based and depend on relevance, readiness, availability, applicable selection criteria and stakeholder interest.

Event note: Event access applies to selected AmpliNxt-hosted / network activities and remains subject to the nature, format, capacity and eligibility requirements of the event.

No guarantee: The above entitlements represent access and consideration rights only and do not guarantee any investment, funding, grant, customer, contract, pilot, procurement, investor meeting or third-party selection.



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