

CLIENT REGISTRATION AGREEMENT

THIS **CLIENT REGISTRATION AGREEMENT ("THE AGREEMENT")** IS MADE AT MUMBAI ON THIS _____ DAY OF _____ 20____ **BY AND BETWEEN**

AUGMONT ENTERPRISES PRIVATE LIMITED, a company incorporated and registered under the Companies Act, 1956 and having its registered office at Bullion House, 115 Tambakata Lane, Mumbadevi Road, Opp. Dagina Bazar, Pydhonie, Mumbai - 400003 (hereinafter referred to as "**AUGMONT**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the One Part;

AND

_____, a _____ registered under _____ and having its registered office at _____ (hereinafter referred to as "**the Client**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the Other Part.

*(Augmont and the Client are hereinafter collectively referred to as "**Parties**" and individually as "**Party**").*

WHEREAS:

- a) Augmont is a leading company in India which deals in bullions, specializing in bars and coins of various precious metals including Gold, Silver and Platinum ("**Products**"). Amongst others, it also owns and operates, along with its holding Company, a fully electronic over the counter platform called 'RSBL Spot' ("**RSBL Spot**") which offers entities registered with Augmont to purchase from Augmont, and if they so desire, to sell back to Augmont, the Products online at the spot/forward rates displayed on RSBL Spot.
- b) The Client is *inter alia* engaged in the business of _____.
- c) The Client is desirous of registering itself with Augmont in order to establish a membership account with Augmont to utilize the electronic platform RSBL Spot for purchase and sale of

Products from / to Augmont and Augmont has acceded to the request of the Client and has agreed to register the Client as a member on RSBL Spot.

- d) The Parties now wish to set out in this Agreement the terms and conditions under which the Client shall become the member of RSBL Spot / Augmont.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the Parties hereto hereby agree as follows:

1. REGISTRATION OF THE CLIENT

- 1.1 Subject to the terms and conditions of this Agreement and relying upon the representations, warranties, covenants and undertakings of the Client, Augmont hereby agrees to register the Client as a member of RSBL Spot and the Client hereby agrees to become a member of RSBL Spot.
- 1.2 The Client shall be subject to and shall comply with all the terms and conditions specified herein and the additional terms and conditions and Business Rules displayed, from time to time, on the RSBL Spot platform, namely <http://www.rsblspot.co.in> and <http://www.rsblspot.com> and/or www.augmont.in or any other website as intimated to Client from time to time.
- 1.3 The Client shall complete all the formalities prescribed on the aforesaid platform of RSBL Spot, including but not limited to the submission of the duly filled in registration form and KYC documents by the Client to Augmont and execution of such other documents, papers, agreement, covenants, bonds and/or undertakings as may be prescribed or required by Augmont from time to time.
- 1.4 Upon registration of the Client, Augmont shall intimate the same to the Client and provide the login ID and password to the Client, which shall be used by the Client to access the aforesaid platform of RSBL Spot and for carrying out the transaction of purchase and sale of the Products thereon.

2. PURCHASE AND SALE OF PRODUCTS

- 2.1 Upon registration of the Client by Augmont, the Client shall be entitled to purchase the Products from Augmont on the RSBL Spot and sell such Products back to Augmont through the same portal.
- 2.2 Such purchase and sale of Products by the Client from Augmont on the aforesaid platform of RSBL Spot shall be subject to the terms and conditions and Business Rules prescribed thereon including without limitation, the terms and conditions relating to trading mechanism, pricing and payment mechanism, delivery process and contract specification.
- 2.3 Taxes, as applicable from time to time shall be levied and collected.

3. REPRESENTATION AND WARRANTIES OF THE CLIENT

- 3.1 The Client hereby represents and warrants that it is authorized by its memorandum of association, articles of association and applicable laws to undertake the activities contemplated in this Agreement and confirms that he/it is competent in all respects to become a client of RSBL Spot / Augmont. Further, the authorized signatory executing this Agreement on its behalf has been duly authorized and therefore have the authority to bind itself as a Party to this Agreement and to undertake purchase and sell of the Products on RSBL Spot.
- 3.2 The Client hereby further represents and warrants that it shall enter in to purchase and sale of the Products on RSBL Spot in reliance upon its own judgment and further acknowledges and confirms that Augmont does not provide any advice in relation to such purchase and sale.
- 3.3 The Client further confirms that in case of any doubt or reference in future regarding the validity of his/its candidature to become a client of Augmont, the onus to prove the same shall lie on him/it and Augmont shall not be liable for any losses, liabilities, damages etc. in case of such eventuality.

4. OBLIGATIONS OF THE CLIENT

- 4.1 The Client shall abide by (a) the code of conduct as laid down by Augmont; and (b) terms and conditions, Business Rules and regulations of the settlement systems of RSBL Spot and any other agencies appointed by RSBL Spot from time to time and comply with and be bound by the Business Rules and regulations of RSBL Spot and any other agencies appointed by RSBL Spot as in existence or in force from time to time. Augmont shall be entitled to make such alteration, modification and amendment to such code of conduct, terms and conditions, Business Rules and regulations, as it may deem fit, from time to time and shall promptly intimate the same to the Client.
- 4.2 The Client shall follow and comply with such orders or instructions as may be issued by Augmont including those orders or instructions issued in the event of the Client committing any violation of any rules, regulation or practice or code of conduct prescribed by Augmont in respect of conduct of the business on RSBL Spot.
- 4.3 The Client shall conduct business at RSBL Spot prudently including use of RSBL Spot infrastructure facilities and equipment for their business purpose only and shall ensure that it will not be prejudicial or detrimental to public interest in general, and to RSBL Spot in particular.
- 4.4 The Client shall pay the costs and expenses including fees prescribed by Augmont for RSBL Spot from time to time, as communicated to the Client. The Client shall also be responsible and liable for payments of goods and services taxes or any other taxes levied by the state /central government on the sale and purchase of the Products, from time to time.
- 4.5 In the event the Client has defaulted in payment of any amount due to Augmont, Augmont shall be entitled to recover the same from the Client along with other incidental charges incurred by Augmont and any other agencies / service provider engaged by Augmont in relation to recovery of the default amount from the Client. The Client agrees and undertake to provide such security

to Augmont as Augmont may require to secure the payment of the amount due by the Client to Augmont.

- 4.6 The Client shall bring in additional margin deposits and funds as and when required as decided from time to time to participate in the trading & clearing operations on RSBL Spot.

5 UNDERTAKING OF THE CLIENT

- 5.1 The Client acknowledges and undertakes that in case of any difference/dispute that shall arise between Augmont and the Client in respect of any matter relating to RSBL Spot / Augmont operations, the decision of Augmont shall be final, conclusive and binding.
- 5.2 The Client agrees that Augmont shall not be held responsible or liable for any failure of computer systems due to mishandling, telecommunication network and other equipment damage / failure installed at the offices of the Client. The Client shall not make any alterations, modifications and changes in its computer systems and configuration which is incompatible with the RSBL Spot requirements, without prior written consent of Augmont. The Client shall not alter or modify or do or cause to be done any act or thing which will in any way impair or tend to impair the website RSBL Spot and/or the technology or the source code in relation thereto.
- 5.3 The Client shall forthwith inform Augmont in writing as and when any notice is received by them in connection with institution of insolvency proceedings or if there is any onset of any circumstances which may lead to insolvency proceedings against the proprietor / partners / designated partners / directors of the Client and that it shall also inform Augmont in writing before any one or more of the Client initiate(s) any insolvency proceedings on their own for declaring themselves as insolvent(s).
- 5.4 The Client agrees that the fees, security deposits, other monies and any additional deposits paid, whether in the form of bank guarantee, securities or otherwise to Augmont, by the Client from time to time, shall be subject to a first and paramount lien for any sum due to Augmont and all other claims against the Client for due fulfillment of engagements, obligations and liabilities arising out of or incidental to any dealings made under this Agreement.
- 5.5 The Client affirms and states that in the event of sale of goods to Augmont, if Augmont encounters with the discrepancies such as for purity, weight, , local taxes, , GST or any other taxes levied by the state /central government from time to time, the Client shall immediately indemnify and keep RSBL SPOT indemnified against any loss/damage suffered by it and/or its Business Associates and that the Client shall not raise any disputes or grievances of whatsoever nature with respect to its responsibility to indemnify the RSBL SPOT and/or its Business Associates.
- 5.6 The Client agrees and confirms that in case of sale of the Products by Augmont to the Client from time to time, the delivery of the Product shall be made by Augmont and/or its appointed agency only to the authorized representative of the Client and not otherwise. Such delivery of the Product shall be taken by the Client's authorized signatory from the specific delivery centre identified by Augmont. Any change in the authorized representative of the Client / rescheduling in delivery / cancellation of delivery shall be intimated in writing by the Client atleast 24 hours (Business Hours) before taking any delivery of the Product, subject to the confirmation of the

same from Augmont. Once the Product is delivered to the authorized representative of the Client, Augmont shall have no further responsibility or liability towards the Client in case of theft, loss, misappropriation etc. of the Product by the authorized representative of the Client.

- 5.7 The Client agrees and undertakes that the rights are not transferable except to an affiliate with prior written consent of Augmont.

6 CONFIDENTIALITY

The matters set forth in this Agreement are strictly confidential, and, except as otherwise required by law or legal process or permitted by this Agreement, each Party shall make every effort to ensure that the information contained herein or received pursuant hereto is not disclosed to any Person (other than to an Affiliate or professional advisers and financiers) who is not a party hereto or be used for any purpose other than as contemplated by this Agreement without the prior written consent of the other Party in each case.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 Each Party represents that the performance of their respective obligations under this Agreement shall not directly or indirectly infringe any patents, copyrights, designs, trademarks, proprietary and/or licensed software, service marks and trade secrets ("**Intellectual Property**") owned or claimed by any third party.
- 7.2 Each Party shall retain all right, title and interest to its Intellectual Property. Neither Party acquires any Intellectual Property rights or any other rights or licenses under this Agreement. Except for the performance of the terms of this Agreement, neither Party shall use the Intellectual Property of the other Party in any manner whatsoever without the prior written consent of the other Party and nothing herein shall constitute an arrangement to transfer or license or to grant any Intellectual Property rights of either Party to the other Party.

8 INDEMNITY

- 8.1 The Client declares and covenants with Augmont, to defend indemnify and hold Augmont and its affiliates, promoters, directors, successors in interest and assigns harmless from and against all and any claims, damages, losses or assertions of liability of any kind or nature resulting from: a) any breach of term, conditions, representations, warranties, covenants, undertakings or other provisions hereof or any actions or omissions hereunder; b) any failure to comply with all the applicable legislation, statutes, ordinances, regulations, administrative rulings or requirement of law; c) any wrongful, dishonest, criminal, fraudulent act or willful misconduct or gross negligence of the Client and its personnel/ representative(s) / agent(s); and d) Any or all actions, suits, proceedings, assessments, settlement, arbitration judgments, cost and expenses, any third party claims including attorney's fees resulting from any of the matters set forth above.
- 8.2 The Client hereby acknowledges a) that Augmont will suffer irreparable harm if the Client breaches its obligations under this Agreement; and b) that monetary damages will be inadequate to compensate Augmont for such a breach. Therefore, if Client breaches any of such provisions, then Augmont shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

9 TERM AND TERMINATION

- 9.1 This Agreement shall become effective on the date of signature by both Parties and unless terminated shall remain binding between the Parties.
- 9.2 Either party can terminate this Agreement by giving an advance notice of 10 (Ten) days in writing to the other. However, both the parties shall perform their respective obligations during the notice period.
- 9.3 Augmont may terminate this Agreement if:
- (i) the Client commits a material breach of the provisions of this Agreement and fails to remedy such breach within 15 days; or
 - (ii) the Client files for or is declared bankrupt or becomes insolvent or goes into liquidation or public composition or an order for liquidation is passed in similar legal proceedings under any applicable law.
- 9.4 Termination or cancellation of this Agreement for any reason shall not affect any obligation arising prior to the effective date of termination or cancellation and any obligation which from the context thereof is intended to survive the termination or cancellation of this Agreement. Termination or cancellation of this Agreement by one Party shall not affect any order issued and confirmed according to this Agreement prior to the termination or cancellation of the Agreement.

10 GOVERNING LAW AND JURISDICTION

- 10.1 This Agreement shall be governed by and construed in accordance with the laws of India.
- 10.2 Subject to Clause 11 below, courts in Mumbai shall have exclusive jurisdiction.

11 DISPUTE RESOLUTION

All disputes arising out of or in connection with this Agreement shall be finally settled under the provisions of the Arbitration and Conciliation Act of 1996 by appointing a single arbitrator who shall be appointed by Augmont and the decision of the arbitrator shall be final and binding to both the parties to this Agreement. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and shall be held in Mumbai and conducted in the English language.

12 NOTICE

Any notice, communication or documents by a Party to the other Party may be given by personal delivery, courier or registered post at the address first above written or via email at the designated email address, from time to time.

13 FORCE MAJEURE

Neither Party shall be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each Party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

“Force Majeure Event” includes any event due to any cause beyond the reasonable control of either Party including, without limitation, unavailability of any communication system including internet, breach or virus in the processes or payment mechanism, sabotage, fire, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

14 COUNTERPARTS

This Agreement may be executed in two counterparts and by each Party hereto on separate counterparts, each of which when so executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.

15 SEVERABILITY / WAIVER

If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Augmont, its agents or employees, but may be waived only by an instrument in writing signed by an officer of Augmont. No waiver of any provision of this Agreement on one occasion shall constitute a waiver of any other provision or of the same provision on another occasion.

16 PRINCIPAL TO PRINCIPAL

Each Party to this Agreement is an independent contracting party and nothing contained in this Agreement shall be construed to be inconsistent with this relationship or status. None of the Parties owe a fiduciary duty to the other Parties. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party as the agent, employee or representative of any other Party.

17 ASSIGNMENT

Without the prior written consent of Augmont, the Client shall not sell, transfer, assign, charge, delegate, pledge or otherwise dispose of, whether voluntarily, involuntarily, by operation of law or otherwise, this Agreement or any of its rights or duties hereunder, nor purport to do any of the same. Augmont may, without any notice to the Client, assign this Agreement and its rights hereunder to an Affiliate, to the purchaser of all or substantially all of its assets, or to any Third Party pursuant to or in connection with any agreement.

18 ENTIRE AGREEMENT

This Agreement supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Agreement and all past dealings.

19 AMENDMENT

Any amendment, alteration or modification of this Agreement shall be made in writing. Provided however that, any changes to the terms and conditions on RSBL Spot can be done unilaterally by Augmont, which shall be intimated in writing by Augmont to the Client from time to time.

IN WITNESS WHEREOF, the Parties have caused this Agreement along with the Annexure A and B mentioned herewith to be executed as of the day and year first above written, in two counterparts, one such counterpart to be retained by the Client and the other by Augmont.

For Augmont Enterprises Private Limited

For _____

Name:
Designation

Name:
Designation: