Registration Authority Agreement

This Registration Authority Agreement ("Agreement") is entered into between FuturiQ Systems Private Limited, a company incorporated under the Companies Act, 2013 and having its registered office at, Ward No 5, Arya Samaj Road Kathua J&K-184101 [hereinafter called "SignX CA" offering its CA servicesunder the brand name of "SignX CA"] a Licensed CA under the IT Act, 2000 India on one part;

AND (_____)

_____ S/O_____residing at_____with PAN card No._____, hereinafter referred to as the Registration Authority or 'RA" (which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his respective successors in interest and permitted assigns), of the other part;

OR

_____, a Partnership firm incorporated under the provisions of the Partnership Act, 1932 having its Registered and Corporate office at _____, with PAN card No._____, represented by its Authorized Signatory_____residing at _____ having PAN number _____ _____, hereinafter referred to as the Registration Authority or ''RA" (which expression shall, unless it be repugnant to context or meaning thereof, be deemed to mean and include its successors in interest and permitted assign s), of the other part;

OR

_____., a Company incorporated under the provisions of the Companies Act, 2013 having its Registered and Corporate office at _____, with PAN card No._____represented by its Authorized Signatory_____ having PAN card No. _____ _____residing at _____hereinafter referred to as the Registration Authority or ''RA" (which expression shall, unless

it be repugnant to context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns), of the other part;

WHEREAS the Controller of Certifying Authorities ("CCA"), a government of India Undertaking under The Information Technology Act, 2000 issues licenses and regulates the working of Certifying Authorities ("CA's") who issue Digital Signature Certificates (DSC) for electronic authentication of users / subscribers

WHEREAS FuturiQ Systems Private Limited is the owner of the brand "SignX" and is duly licensed and operating as a CA by the Controller of Certifying Authorities, Ministry of Electronics and Information Technology, Government of India.

AND WHEREAS RA is desirous of engaging with SignX CA for procurement of Digital Signature Certificate on behalf of subscribers.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the PARTIES as set forth herein,

IT IS HEREBY MUTUALLY AGREED BY AND BETWEENTHE PARTIES HERETO as follows:

1. **Definitions.** For the purposes of this Agreement, the following Capitalized terms will have the following meanings.

"Administrator" means a Trusted Person within an organization that performs validation and other RA functions for CA and /or RA

"Administrator Certificate" means a Certificate issued to an Administrator that may only be used to perform RA functions.

"Certification Authority" or "CA" means SignX CA, an entity Licensed by CCA to issue, manage and revoke Digital Signature Certificates.

"Registration Authority" or "RA" means an entity engaged by CA to collect DSC Application Forms (along with supporting documents) and to facilitate verification of subscriber credentials as per the Identity Verification Guidelines (IVG) published by CCA.

"Certificate" means digital signature certificate issued to a subscriber by the CA

"Certificate Applicant" means an individual that requests the issuance of a Certificate by a CA.

"Certificate Application" means a request from a Certificate Applicant to CA for the issuance of a Certificate.

"Erroneous Issuance" means (a) issuance of a Certificate in a manner not in accordance with the CCA IVG Guidelines, Certificate Policy (CP) and the IT Act.

"Impersonation" means requesting and being issued a Certificate based on false or falsified information relating to naming or identity.

"Validity Period" means the period starting with the date and time a Certificate is issued and ending with the date and time on which the Certificate expires

"RA Requirements" means the summary of the security requirements applicable to Registration Authorities

"Registration Authority" or "RA" means an entity approved by a CA to assist Certificate Applicants in applying for Certificates, and to approve or reject Certificate Applications, revoke Certificates, or renew Certificates.

"RAA" shall mean a Registration Authority Administrator who is responsible for carrying out the functions of an RA approved by RA to assist Certificate Applicants in applying for Certificates, and to approve or reject Certificate Applications, revoke Certificates, or renew Certificates.

"RA Certificate" shall mean a Registration Authority Administrator Certificate used to login and access the RA account for the purpose of performing RA functions.

"Sub-RA" means an entity created by the RA for the purpose of registering digital signatures

"Subject" The Distinguished Name mentioned in the Subject identifies the owner of the certificate – or the entity to whom the certificate has been issued. It is associated with the public key in the certificate.

"Subscriber" means, an applicant to whom a certificate has been issued by CA.

"Subscriber Agreement" is the agreement executed between a Subscriber and a CA relating to the provision of designated Certificate related Services and governing the Subscriber's rights and obligations relating to the Certificate.

"Trusted Person" means any person responsible for managing infrastructural trustworthiness of the entity, its products, its services, its facilities and/or its practices.

2. RA OBLIGATIONS

The RA is an agent of the SignX CA, solely responsible for performing verification of genuineness of the person's or organizations requesting and or applying to obtain DSC and in accordance with prescribed norms as per CCA guidelines who approves or rejects the application based on the results of the verification process and such other activities as may be prescribed by SignX CA from time to time. The RA also collects the requests for the revocation of the DSCs and forwards such requests to FuturiQ Systems Pvt. Ltd. The RA is required to function according to the procedures as laid down by CCA and the current version of the Certification Practice Statement of SignX CA [hereinafter referred to as 'CPS'] or conveyed in the on- line registration module provided by SignX CA from time to time.

The RA shall comply with all registration procedures and safeguards as may be determined from time to time by the SignX CA and as set out in the CPS provided to RA separately, the receipt whereof is hereby acknowledged, and/or as may be subsequently amended by the SignX CA. The RA undertakes to comply with all the registration procedures as laid down in the amended and latest version of the CPS which can be downloaded from website www.signxca.com whenever a new version of the CPS is adopted.

Further RA is solely responsible for all business application processed/identification of subscriber or any legal requirement between RA and his chain/login/partner/Agent

Sub RA etc.

3. THE ROLES AND RESPONSIBILITIES OF THE RA WILL BE AS FOLLOWS:

3.1 The RA shall accept and forward the DSC application to **SignX CA** for approval in accordance with the procedures enumerated in the CPS and CCA guidelines

3.2 The RA shall comply with all identification processes for Certificate Applicants as per CCA Identity Verification Guidelines (IVG) published on the CCA website. www.cca.gov.in for the type/class of certificate to be issued.

3.3 The RA shall forward all DSC applications with supporting documents to SignX CA for issuance of DSC. No copies of the Certificate application form/Subscriber information shall be retained by the RA. If RA commits

default in forwarding any or all DSC applications together with relevant supporting documents, it shall be liable to such penalty as may be imposed at the sole discretion of SignX CA without prejudice to other remedy available to it.

3.4 The RA shall process and handle the Certificate application with paramount care and diligence to ensure that the certificates are activated only to genuine certificate applicant. RA shall scrutinize and ensure that all the documents of certificate applicant are collected and handover to SignX CA as per KYC

3.5 he RA shall act in accordance with the provisions of the CPS as amended from time to time and follow the RA Agreement.

3.6 RA shall duly comply with and cause all persons acting on behalf of the RA to comply with the requirements specified under the Information Technology Act, 2000 and all other applicable laws and also the rules, regulations and guidelines of CCA and UIDAI.

3.7 For the purpose of distribution of digital signatures, RA can create a Sub-RA under him and assign stock to the Sub-RA for processing of digital signatures. The RA at his discretion may prohibit the Sub-RA from processing certain classes of digital signature applications.

3.8 The RA is completely liable for the actions of the Sub-RAs created by him. The RA will ensure that the Sub-RA will comply with all the terms and conditions of the RA agreement and the SignX CA CPS and any such other guidelines issued by the regulator (CCA) or rules laid down by CA from time to time.

4. RA WARRANTIES

4.1 It has obtained all the necessary permissions, consent and approvals required under the relevant laws to enter into this Agreement, and that the authorized persons entering into the Agreement on its behalf are under no legal impediment.

4.2 It shall, during the term of this Agreement, assign personnel to provide the Services who possess the requisite knowledge, degrees of skill qualification and experience required to fulfil the tasks assigned to them.

4.3 It will not incur any liability on behalf of SignX CA or in any way pledge or purport to pledge SignX CA credit or accept any other or make any contract binding upon SignX CA. Neither will it make any promises, representations, warranties or guarantees on behalf of SignX CA without prior written consent.

4.4 If RA is permitted to create any Sub-RA, RA shall be solely responsible/liable to SignX CA for any and all acts/omissions of Sub-RA without any monetary limit.

4.5 Any breach/default herein shall give right to SignX CA to terminate/disable the login provided to RA and/or Sub-RA appointed by the said RA forthwith without any right of compensation to either RA or Sub-RA.

4.6 RA shall be solely liable for all consequential losses, damages and penalties etc. suffered / incurred by SignX CA arising on account of any breach in compliance of the obligations undertaken hereunder.

4.7 The process of identification of an Applicant will differ on case to case basis based on the class of Certificate that the Applicant is applying for and may include verification of e-mail, postal address face-to-face, video recording authentication and verification of stipulated documents as mandated by CCA from time-to-time for genuineness of the Applicant. An application for a DSC must be made personally by an individual or identification procedures for Individual applicants/organizational applicants and Government Organization or Agency applicants must be strictly complied with as are given in detail in SignX CA CPS. The default whereof shall be viewed seriously by SignX CA and this agreement may be terminated forthwith without any claim towards compensation by RA.

4.8 RA agrees to comply with the obligations of Registration Authority stated in this agreement. RA shall register Subscriber Certificate Application only after receipt of duly filled in application forms and other required documents and carry out validation as per the IVG guidelines of CCA. RA shall submit to SignX CA the documents pertaining to subscribers as per guidelines issued by the SignX CA. RA shall intimate SignX CA whenever there is change in the RA at their end and obtain fresh login certificate to continue operations.

4.9 The RA agrees not to save the AADHAAR number of biometric information of the subscriber either directly or indirectly through any technological means. If at any time it is discovered that the RA has violated this condition, any financial liability due to penalties imposed by UIDAI on CA will be made good by the RA.

5. FEES AND PAYMENT TERMS

RA shall pay CA the applicable fees corresponding to RA's selected volume of Certificates and services in advance. The fees paid are non-refundable. CA at its discretion may also ask for a deposit from the RA. All payments under this Agreement will be made in Indian Rupees only.

6. CONFIDENTIALITY AND USE OF INFORMATION

6.1 Confidential Information. "Confidential Information" means any confidential or other proprietary information, including without limitation business, financial and technical information, disclosed by one party to the other under this Agreement, provided such information is identified as confidential at the time of disclosure and, if disclosed in tangible form, is marked "confidential" or "proprietary" or, if disclosed orally, is confirmed as being confidential in writing within a reasonable period of time (not to exceed thirty (30) days) after its initial disclosure, except that the following information is not Confidential Information: (a) information that is public knowledge at the time of disclosure, (b) information that becomes public knowledge or otherwise known to the receiving party after such disclosure, other than by breach of a confidentiality obligation, (c) information that was known by the receiving party before disclosure by the disclosing party, or (d) information that is independently developed by the receiving party without use of the disclosing party's Confidential Information.

6.2 Protection of Confidential Information. Each party will treat the Confidential Information of the other party as confidential, as and with no less care than the party uses to prevent the disclosure of its own Confidential Information of like importance, but in no event less than reasonably diligent care. To the extent permitted by applicable law, the receiving party shall (a) not disclose the Confidential Information to any third party, (b) not use the Confidential Information in any fashion except for purposes of performing this Agreement, (c) exercise reasonable care to prevent disclosure, and (d) notify the disclosing party of any unauthorized disclosure or use of the Confidential Information of which the receiving party is aware. Upon termination of this Agreement for any reason, each party shall immediately deliver to the other party all copies of the Confidential Information received from the other party. Each party acknowledges that breach of this Section 6.2 may cause irreparable harm to the disclosing party entitling the disclosing party to seek injunctive relief, among other remedies.

6.3 Disclosure Required by Law. Notwithstanding the foregoing, a party may disclose the Confidential Information of the other party to the extent required by the order or requirement of a court, administrative agency or other governmental body if the party to disclose the other party's Confidential Information does the following: (a) gives written notice of the intended disclosure to the other party at least ten (10) days in advance of the date of disclosure or if ten (10) days is not feasible then as much notice as is

possible under the circumstances; (b) upon request of the other party and at the requesting party's expense, the party to disclose the Confidential Information redacts portions of the Confidential Information to be disclosed to the extent permitted by applicable law; and (c) at the request and expense of the party whose Confidential Information is to be disclosed, submits a request to the court, administrative agency or governmental body that any portions of the Confidential Information that are identified by the other party receive confidential treatment to the fullest extent permitted under applicable law.

6.4 Privacy. RA agrees that CA may place in RA's Certificate certain information that RA provides for inclusion in its Certificate. In the case of individual Certificates, this information may include e-mail address and the name that RA gives CA to include in the Certificate and such other details as are reasonably required to be included. RA also agrees that CA may publish any Certificate issued under this Agreement and information about its status in CA's repository of Certificate information and make this information available to other repositories. RA further acknowledges and agrees that CA may transmit the information the RA supplies to others including to the Controller of Certifying Authorities (CCA), Government of India, for processing or otherwise in connection with the issue of the Certificate.

7 INTELLECTUAL PROPERTY

7.1 Intellectual Property Rights. RA acknowledges that CA, its vendors, and/or its licensors retain all Intellectual Property Rights in and to the patents, copyrights, trademarks, service marks, trade secrets, ideas, concepts, techniques, inventions, processes, or works of authorship comprising or embodied in the products or services provided by CA hereunder, including without limitation the CA designated hardware and software supporting such services and the CA web site interface designated for RA's use (collectively, the "CA Service Components").

RA acknowledges that no title to the CA Service Components is transferred to it under this Agreement, and that it does not obtain any rights, express or implied, in the CA Service Components, other than the rights that are expressly granted to RA in this Agreement. RA may not reverse engineer, disassemble or decompile the CA Service Components or make any other attempt to obtain the source code to the CA Service Components. To the extent RA creates any derivative Work of any of the CA Service Components, such derivative work

shall be owned by CA and all right, title and interest in and to such derivative Work shall vest with CA. RA agrees to execute any assignment agreements or instruments as CA may request to vest in CA all such ownership rights.

7.2. Proprietary Markings, Trademarks, Service Marks, Trade Names and Product Names. RA shall not remove or destroy or cause to destroy any trademark, copyright, patent or any other intellectual property notices on any CA materials, documentation or Service Components. Neither party shall acquire any rights of any kind in the other party's trademarks, service marks, trade names, or product names.

8. DISCLAIMER OF WARRANTIES

CA makes no warranties, except as set forth above in this agreement, and that all of CA's products and services are provided on an "as is" basis. Except for the warranties set forth in this agreement, SignX CA hereby disclaims all warranties of any kind, express and implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. CA does not warranty that the services provided hereunder will meet RA's requirements, be uninterrupted, timely or error free.

9. LIMITATION OF LIABILITY

The liability arising under contract (including without limitation breach of warranty) and any other legal or equitable form of claim. If RA initiates any claim, action, suit, arbitration or other proceeding relating to services provided under this agreement, to the extent permitted by applicable law, CA's total liability for damages sustained by RA or any third party for any use or reliance on a specific certificate shall be limited to the amount paid or payable by RA for issuance of the instance certificate in fault. CA shall not be liable to any third party for any consequential, indirect, special, incidental or exemplary damages, whether foreseeable or unforeseeable (including, but not limited to, damages for loss of data, goodwill, profits, investments, use of money or use of facilities, interruption in use or availability of data, stoppage of other work or impairment of other assets, even if such party has been advised of the possibility of such damages), arising out of this agreement, CA's services, breach of contract or any express or implied warranty, misrepresentation, negligence etc.

10. INDEMNITY

10.1 RA shall defend and indemnify SignX CA and its directors, officers, employees and contractors and hold the Indemnified Parties harmless from and against any losses, costs, damages, and fees (including reasonable attorneys' fees) incurred by CA in connection with any claim or action brought by a third party arising from: (a) any breach by RA / Sub-RA appointed the said RA of any warranty or obligation under this Agreement (b) RA's acts or omissions; or (c) the use of any product or service provided by the RA, or any other item furnished by the RA to Subscribers.

10.2 It shall ensure full and proper compliance of all applicable laws, rules, regulations and other statutory requirements, in carrying out its duties and obligations hereunder. SignX CA shall not, in any way be responsible to bear any such liability/expenses for the personnel engaged by RA and RA hereby indemnifies and undertakes to keep indemnified SignX CA, its directors and employees.

11 TERM AND TERMINATION

11.1 Term. The term of this Agreement will be "Perpetual" starting on the Effective Date. Notwithstanding the foregoing, CA expressly reserves the right to amend the term of this Agreement.

11.2 Termination.

a) This Agreement may be terminated (a) by either party immediately upon the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings; (b) by either party immediately upon any assignment for the benefit of the other party's creditors, or upon the other party's dissolution or ceasing to do business; (c) immediately by CA in the event RA compromises the security of CA's certification services or (d) in the event of a breach of this Agreement by RA or upon thirty (30) days' advance written notice by the non-breaching party if the breaching party fails to cure such breach within the thirty (30) day notice period.

b) CA reserves the right to terminate this Agreement forthwith without any notice and any claim by RA towards compensation or any other charges by whatever name called if RA or any permitted SUB-RA has committed a default in performance of any or all of its obligations in verification of genuineness of the persons applying for the DSC as also genuineness of the stipulated documents required to be submitted along with DSC Application Form, non-submission of DSC Application Forms along with stipulated documents, certificate revocation requests etc., default in complying with the stipulated procedure as set out in

CPS for the identification requirements for various classes of certificates. On such termination by CA, the login and/or sub login provided to RA and/or SUB-RA respectively shall be deactivated and RA/SUB-RA as the case may be shall have no right as to any compensation whatsoever arising there from.

11.3 Revocation of certificates. All the services associated with the service will cease to exist from the date of termination of the contract. CA will revoke all existing and valid RA certificates and stop access to the RA services. If the RA has any unutilized services from CA, the same will be deemed to have lapsed and CA will not give RA any refund or compensate the RA in any other manner for the same.

12. NOTICES

Written notices with respect to this Agreement must be delivered by a courier service that confirms delivery in writing or via certified or registered mail, postage prepaid, return receipt requested, if to RA addressed to the representative of RA at the address below or if to CA at: FUTURIQ SYSTEMS PRIVATE LIMITED., Ward No.5, Arya Samaj Road Kathua J&K- 184101. RA shall immediately advise CA of any legal notice served on RA that might affect CA. A copy of the notice/demand/request should also be sent to email: info@signxca.com

13. ASSIGNMENT

RA cannot assign, sublicense, or otherwise transfer this Agreement or any right or obligation hereunder without CA's prior written consent. This Agreement shall be binding upon and inure to the benefit of RA, CA, and their respective successors.

14. SEVERABILITY

The unenforceability of any provision(s) of this Agreement shall not impair the enforceability of any other part of this Agreement. If any provision of this Agreement shall be deemed invalid or unenforceable, in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render it valid, enforceable, and, insofar as possible, consistent with the original intent of the parties.

15. GOVERNING LAW

RA and CA agrees that this agreement shall be governed by and construed in accordance with the laws of India and Courts at Mumbai alone have exclusive jurisdiction to entertain any dispute arising out of this agreement.

16. DISPUTE RESOLUTION

To the extent permitted by law, before RA may invoke any dispute resolution mechanism with respect to a dispute involving any aspect of this Agreement, RA shall notify CA, and any other party to the dispute for the purpose of seeking dispute resolution. Nothing in this Agreement will be deemed as preventing either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parities and the subject matter of this dispute as is necessary to protect either party's name, proprietary information, trade secret, know-how, or, or any other intellectual property rights.

17. FORCE MAJEURE

Except for payment and indemnity obligations hereunder, neither party shall be deemed in breach of this Agreement for any interruption or delay in the performance of its obligations under this Agreement due to forces beyond its control, including without limitation earthquakes, fires, floods, natural disasters, armed conflicts or terrorist actions (a "Force Majeure Event"), provided that the party whose performance is interrupted or delayed (the "Affected Party") give the other party (the "Unaffected Party") prompt written notice of the Force Majeure Event. In the event the Affected Party's performance of its obligations is delayed by more than sixty (60) days or is interrupted for a period greater than sixty (60) days as a result of the
Force Majeure Event the Unaffected Party may immediately terminate this Agreement by providing a written notice of termination to the Affected Party.

18. INDEPENDENT CONTRACTORS

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur

any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party. Each party shall bear its own costs and expenses in performing this Agreement.

19. MODIFICATIONS

o modifications to this Agreement shall be accepted unless CA has first agreed to the modification and counter-signed the Agreement.

20. SURVIVAL

The provisions of this agreement shall survive the termination or expiration of this Agreement.

21. APPROVAL & AUTHORIZATION

This Agreement shall not be effective until the RA executes this Agreement and CA approves RA's Registration Authority application. RA and CA represent and warrant that the representative executing this Agreement on their behalf have been duly authorized by them to do so.

22. ENTIRE AGREEMENT, AMENDMENT & WAIVER

This Agreement constitutes the entire agreement between the parties and supersede all prior and contemporaneous written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment of any provision of this Agreement shall be effective unless it is in writing signed by each party's authorized representative. CA's accepting and processing a purchase order containing terms and conditions that are not contained in this Agreement or that are inconsistent with this Agreement will not be deemed as CA's acceptance of those terms or conditions. All purchase orders issued in connection with this Agreement will be governed exclusively by the terms and conditions of this Agreement. No waiver of any right under this Agreement shall be effective unless it is in a writing signed

by the waiving party. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THE DATE FIRST MENTIONED

Signed and delivered by   Signed and delivered by

FuturiQ Systems Private Limited   RA

_____   _____

Signed by   Signed by

Name: Name:

Designation: Designation:

Place: Place:

Date: Date: