OroPocket

Partner Agreement

Version 2026-11-v3, published 25 Nov 2026

> Published text of version 2026-11-v3. Not signed by any party.

OroPocket

Legal name	Soulmachine Innovations Pvt Ltd
Trading as	OroPocket
CIN	U74994DL2017PTC324094
Registered office	B-217, First Floor, Okhla Industrial Area, Phase-1, New Delhi 110020
GSTIN	06AAZCS2658E1ZV
Principal place of business	Block-C, 944, Sushant Lok Phase-1, Gurugram, Haryana 122001

Partner

The partner named in its go-live application. This published copy carries no party details.

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1. Parties, acceptance and definitions

(a) This Partner Agreement ("Agreement") is between SoulMachine Innovations Private Limited, a company incorporated under the Companies Act, 2013 (CIN U74994DL2017PTC324094), with its registered office at B-217, First Floor, Okhla Industrial Area, Phase-1, New Delhi 110020, and having its principal place of business for GST at Block-C, 944, Sushant Lok Phase-1, Gurugram, Haryana 122001 (GSTIN 06AAZCS2658E1ZV), operating as "OroPocket" ("OroPocket", "we", "us", "our"), and the entity named in your go-live application ("you", the "Partner").

(b) You accept this Agreement electronically, through your Authorised Signatory, in the go-live flow on developers.oropocket.com. By accepting, your Authorised Signatory confirms that they are authorised to bind you, and you are bound by that acceptance. This Agreement takes effect on the date of acceptance. We record the version accepted, the time, the IP address, the signer, the signing method and a SHA-256 hash of the text shown, and we keep the text of each version unchanged. This Agreement is an electronic record and, under section 10A of the Information Technology Act, 2000, it is not unenforceable merely because it was formed electronically.

(c) This Agreement governs your use of the OroPocket developer platform, the Sandbox and Live partner APIs, and every Integration Mode and Feature enabled for your Account. A provision about a particular Integration Mode or Feature applies only while it is enabled for you.

(d) Your Commercial Terms form part of this Agreement. "Commercial Terms" means the plan, rates, fees, fee bearer, limits, thresholds, windows, credit terms and Feature settings configured for your Account and shown on your Dashboard, including any we have agreed with you in writing and recorded there. "As configured" means as configured for your Account and shown on your Dashboard at the relevant time. This Agreement does not itself set any commission rate, fee amount, limit or threshold; those are in your Commercial Terms. Where a provision depends on a figure that your Commercial Terms do not set, that provision does not apply to you until they set it.

(e) In this Agreement:

"Account" means your partner account on developers.oropocket.com, in both Sandbox and Live modes.

"Account Owner" means the individual whose login owns your Account.

"Authorised Signatory" means the individual who completed the identity step of your go-live application and accepted this Agreement for you.

"Business Day" means a day other than a Saturday, a Sunday or a public holiday on which banks are open for general business in New Delhi.

"Confidential Information" has the meaning in clause 24(a).

"Dashboard" means your Account's pages on developers.oropocket.com and the partner dashboard endpoints of the APIs.

"Data Fiduciary", "Data Processor" and "personal data" have the meanings given to them in the Digital Personal Data Protection Act, 2023.

"Documentation" means our developer documentation published on developers.oropocket.com, as updated from time to time.

"End User" means an individual who uses OroPocket through your Integration, and includes the recipient of Metal you send or gift.

"Feature" means any capability, switch or setting that we enable or configure for your Account.

"Holding" means the quantity of Metal recorded against an OroPocket account in our Ledger.

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"Integration" means everything through which you offer OroPocket, in every Integration Mode.

"Integration Mode" means each of: the hosted embed at connect.oropocket.com ("Embed"); our hosted app on a domain of yours ("Whitelabel", and that domain your "Whitelabel domain"); the server-to-server partner API ("Raw API"); the collection of End User payments through our payment gateways ("Payment Infrastructure"); and sending and gifting Metal from your Treasury ("Distributions").

"KYC" means the verification of an End User's identity that we carry out under our Terms of Service.

"Ledger" means our records of Holdings, wallets and transactions.

"Live" means real transactions with real money and Metal, and "Sandbox" means our simulated test environment.

"Metal" means the digital gold and digital silver offered through your Integration.

"Partner Wallet" means the rupee float or credit account we keep for your Account, from which Raw API orders and other amounts under this Agreement are paid.

"Privacy Policy" means our privacy policy published at oropocket.com/privacy-policy, as updated from time to time.

"SIP" means a recurring purchase of Metal paid by UPI AutoPay mandate, as our Terms of Service describe.

"Supplier" means the supplier, named in our Terms of Service, with which we hold the physical metal that backs Holdings.

"Team Member" means any individual, other than the Account Owner, who has access to your Account.

"Terms of Service" means our customer terms published at oropocket.com/terms-of-service, as updated from time to time.

"Treasury" has the meaning in clause 10(a).

"user code" means the identifier our APIs assign to an End User for your Account.

(f) "Including" means including without limitation. Headings are for convenience only. A reference to a law includes any amendment, re-enactment or replacement of it and any rules, regulations or directions made under it. Times are Indian Standard Time ("IST"). "Days" means calendar days unless Business Days are stated. "In writing" includes email and a notice on the Dashboard.

2. Your role and its limits

(a) You integrate OroPocket as a distribution and technology partner only. OroPocket sells Metal to End Users, buys it back from them, keeps the Ledger, decides KYC and settles every transaction, even where your systems carry an End User's instructions.

(b) You must not:

(i) give any End User investment advice, portfolio management, a recommendation or a solicitation about Metal;

(ii) hold yourself out as a bank, a deposit-taking institution, a payment aggregator, a payment system operator, a custodian or a seller of Metal, or as providing any regulated financial service, in connection with your Integration;

(iii) perform custody, KYC adjudication or settlement;

(iv) hold, pool or claim to hold Metal on trust for End Users, or issue any instrument, certificate, voucher, token or credit that claims to represent Metal or a right to it;

(v) quote any price for Metal other than the price our APIs return, plus only a merchant markup approved for your Account under clause 13;

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(vi) register any person under an identity, mobile number or contact detail that is not that person's own, register a person without their knowledge, or put two or more people under one user code;

(vii) promise or imply a guaranteed, assured or protected return or a locked future price, or describe Metal as risk-free, capital-protected or insured;

(viii) lend against Metal, accept a Holding as security, or arrange credit secured on a Holding; or

(ix) offer OroPocket to End Users other than through an Integration Mode enabled for you, or resell, sublicense or share your access with another business, except as a reseller under clause 17(d).

(c) Metal is market-linked and its value can fall. It is not a bank deposit, is not insured by the DICGC or any deposit insurer, and is not a security or a product regulated by SEBI, RBI or any other financial regulator. Your communications must not suggest otherwise.

3. Going live, your Account and your team

(a) You receive Sandbox access when you sign up. To go live, you give us your company details and payout account, upload the business documents we ask for, have your Authorised Signatory verify their identity and accept this Agreement, and submit your go-live application for our review. We may approve your application, approve it with only some Integration Modes or Features enabled, or reject it with reasons, in which case you may correct it and apply again. We issue Live credentials only once we have approved you. We enable Integration Modes, API capabilities and Features separately for Sandbox and Live, and may change them under this Agreement.

(b) You confirm that your Authorised Signatory holds your authority, by board resolution, partners' resolution or letter of authority as your constitution requires, to sign your go-live application and this Agreement. Until you submit your application, a change of Authorised Signatory clears the earlier identity check and acceptance, and the new Authorised Signatory must complete both. After you submit it, an acceptance already given continues to bind you even if your Authorised Signatory changes; you must tell us of the change under clause 3(e), and we may ask the new Authorised Signatory to verify their identity and accept this Agreement.

(c) Your Account Owner controls your Account. Only the Account Owner can generate API keys, manage Team Members, and buy for, sell from or view your Treasury. A Team Member you give the relevant write access can revoke API keys and change IP restrictions, send Metal from your Treasury, or fund your Partner Wallet. If you joined through a reseller whose portal allows it, that reseller may issue and revoke your API keys, change or pause your webhook address, and see your masked API logs and webhook delivery status, and you consent to its doing so. You are responsible for everything done through your Account, whether by your Account Owner, a Team Member, such a reseller, your systems or anyone using your credentials.

(d) You may invite Team Members and give each of them the access the Dashboard offers. You must invite only your own employees or contractors who are bound by confidentiality, give each the least access they need, and remove access as soon as a person leaves or no longer needs it. A Team Member with write access to go-live can verify their own identity and accept this Agreement as your Authorised Signatory, add your payout account and submit your application. Everything a Team Member does within the access you gave binds you.

(e) The information you give us, in your application and afterwards, must be true, complete and current. You must tell us in writing within seven (7) days of any change to your legal name, constitution, control, registered address, GSTIN, PAN, Authorised Signatory or payout account, and of any change to your licences or regulatory status that could affect this Agreement.

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(f) Your payout account must be a bank account in your own legal name. We pay amounts we owe you only to the payout account on record at the time of payment, and a payment to it discharges us.

(g) We keep records of activity on your Account, including who did what, when and from which IP address, and of calls made with your API keys, and use them for security, audit, dispute resolution and compliance.

(h) Your plan and its benefits are part of your Commercial Terms. Plan and setup fees are dealt with in clause 12(d).

4. Credentials, API use and Sandbox

(a) Your API keys, your webhook signing secret and every embed or payment link you generate are credentials. You must:

(i) keep API keys and secrets only on your own servers, in a secure secret store, and never in client-side code, app binaries, code repositories, logs, analytics or error-reporting tools, messages or AI tools, or anywhere else a third party can reach them;

(ii) limit access to them to named personnel who need it;

(iii) tell us in writing within twenty-four (24) hours of any suspected or actual compromise, and regenerate the key at once (regenerating a key revokes the earlier key in the same mode); and

(iv) send an idempotency key on every call that changes data, as the Documentation requires. You are responsible for duplicate transactions caused by not doing so.

(b) You may restrict the API key for each mode to IP addresses you list. While you do, we refuse every call made with that key from any other address, including calls that open the Embed or create payment orders.

(c) We apply a rate limit to API calls for each Account, and a daily request cap in Sandbox, as configured, and we may refuse calls above a limit. You must build your Integration to stay within the limits and to retry with back-off. We may change limits, and may lower them temporarily to protect the platform.

(d) Webhooks are a convenience. We sign each delivery, and you must verify the signature and timestamp, reject a delivery that fails verification, and deduplicate on the event identifier. We retry a failed delivery a limited number of times and do not guarantee delivery. The API and our Ledger are the authoritative record, and you must reconcile against them.

(e) Return addresses for payment pages and identity verification must be https origins you register on the Dashboard, and you must keep that list accurate.

(f) We may update, extend or withdraw the APIs, webhooks, Embed, Whitelabel app and Documentation. We will give reasonable notice of a breaking change to an endpoint you use, unless security, stability, law, a regulator or a banking or payment partner requires an immediate change. The Embed and the Whitelabel app are shared by all partners, we may change them at any time, and you cannot pin a version.

(g) Sandbox is for building and testing only. In Sandbox:

(i) nothing moves real money or Metal and no commission accrues, and you must never present Sandbox balances or transactions to anyone as real;

(ii) you must use only the test values in the Documentation and the details of your own Team Members, and must not onboard real End Users;

(iii) a session opened in the Embed with a Sandbox key cannot transact;

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(iv) caps on Sandbox users and requests apply as configured, your Sandbox data is deleted when you reset it, and we may delete it after a long period of inactivity on notice to you; and

(v) behaviour may differ from Live, and you rely on Sandbox results at your own risk.

(h) You must build and maintain your Integration as the Documentation requires.

(i) We may revoke or suspend credentials immediately, without notice and without liability, where we reasonably believe they are compromised, misused or used in breach of this Agreement, and we will tell you why as soon as we can.

5. Metal, Holdings and custody

(a) OroPocket sells Metal to End Users and buys it back from them. You never acquire, hold or resell title to an End User's Metal. Platinum, and any other product we offer that is not Metal, is supplied under its own terms, is outside this Agreement and earns you nothing under it, even where it appears in a surface we serve for you, unless we agree otherwise in writing.

(b) An End User's Holding is the quantity of Metal we owe that End User under our Terms of Service. You have no right, title or interest in any End User's Holding.

(c) We hold the physical gold and silver that backs Holdings with our Supplier, in one pooled account in our name. Our Terms of Service explain how a buy may be filled, including that a Holding may for a time be backed by our obligation to buy metal from our Supplier. Each month an independent auditor checks, at a point in that month, that the total Holdings in our Ledger are backed at least one to one by metal held for us. No trustee holds Metal for End Users, no bar or coin is allocated to any person, and we do not insure Holdings. Between us and End Users, these arrangements are governed by our Terms of Service.

(d) Your Integration reads and acts on the part of an End User's Holdings and balances that was transacted through your Integration, except where a documented endpoint shows more (for example, a holding certificate states the End User's total Holdings with us). An End User keeps full control of their whole account through our own channels, and their activity outside your Integration (such as a sell, gift, delivery or withdrawal) may reduce what your Integration shows. That is the End User exercising ownership, not a shortfall or a breach, and it gives you no claim against us.

(e) You must describe Holdings, custody and the auditor's check only as our Terms of Service do, or as we approve in writing. You must not describe Metal as insured or regulated, or the metal behind it as allocated, held in the End User's own name or held by a trustee.

(f) If a law, regulator or court requires us to change how Metal is held, or to stop offering it, we may change these arrangements, and we will tell you as early as we lawfully can.

6. End Users: sign-in, KYC and instructions

(a) Each End User contracts with us under our Terms of Service for their OroPocket account, their Holdings and their money with us, and the account is theirs. Where an End User does not see our own screens before their first transaction (for example, in a Raw API Integration), you must first show them our Terms of Service and Privacy Policy, obtain their acceptance and keep a record of it. You must not offer End Users terms that contradict ours.

(b) You may register only individuals who are eligible under our Terms of Service, with their own mobile number and details and with their knowledge, and only one user code for each individual.

(c) We control sign-in to the Embed and the Whitelabel app. We decide when an End User must enter a one-time code from us, whether at sign-in or later at the first action it protects (such as KYC, a withdrawal, a bank account change, a delivery or a send), and we may change that policy at any

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time. You must not capture, relay, automate or bypass our codes, or ask End Users to share them with you.

(d) Where the skip-OTP Feature is enabled, an embed link you generate signs the End User in without our code, and during that session we may let the End User take actions such as KYC, a withdrawal, a bank account change or a delivery without our code. Before generating such a link you must have verified, in your own app, that the person controls the mobile number you send us, and you are responsible for that authentication for everything done in the session. Each link is a single-use bearer credential that expires after a short time: you must generate it only for that authenticated person, deliver it only to them, and never log or share it. You are responsible for any access through a link you generated.

(e) Where the Raw API lets you submit an instruction for an End User without that End User separately confirming it to us (for example, a sell, a buy paid from their OroPocket balance, adding or removing a bank account, a withdrawal, cancelling a SIP, or a KYC submission), you warrant that each instruction is the End User's own genuine, informed and contemporaneous instruction, given in your app after you authenticated them. You must keep a record of each instruction and produce it on request. Where we ask the End User for their own one-time code (for example, for a gift or a delivery), you must not obtain or enter it for them.

(f) Any bank account you add for an End User must be in that End User's own name. You must never add your own account or a third party's.

(g) KYC is ours to decide. End Users complete KYC in our flows or, where a partner KYC Feature is enabled, you may send us KYC details you hold for an End User. Details you send are held for our review and count only once we approve them, and we may reject them, ask for more or require the End User to complete our own KYC. By sending KYC details you warrant that they, and any email address you send with them, belong to that End User; that you collected them from that End User with their informed consent to share them with us; that they are true and current as far as you know; and that any verification you describe was actually carried out. You must tell us at once if you later doubt any of them.

(h) You must never send us core biometric information. You may send Aadhaar details or KYC documents only in the fields and form the Documentation specifies, and only where you obtained them lawfully and with the End User's consent. An Aadhaar number, and any Aadhaar document, must be masked so that no more than the last four digits of the number show, unless the Documentation expressly requires otherwise. You must never display an unmasked Aadhaar number, never place KYC documents or Aadhaar data in any analytics, logging, error-reporting, messaging or AI tool, and must delete KYC documents from your systems once you have submitted them to us, unless the law requires you to keep them.

7. Prices, quotes and execution

(a) Our prices are our own. You may show End Users only the price our APIs return, plus any merchant markup approved for your Account.

(b) A Raw API quote locks a rate for the validity period stated in the API response. A price is final only on a successful confirmation response, and a quote not confirmed within its validity expires.

(c) In the Embed, the Whitelabel app and Payment Infrastructure, a rate shown before payment is guidance only. The buy is made at our live price when we process it, which for a paid buy is when we receive the successful payment, as our Terms of Service explain.

(d) Every Raw API quote itemises the rate, fees, taxes and grams. You must disclose them to End Users accurately before each transaction, and you are liable for any inaccurate, incomplete or misleading price, fee or tax disclosure in your interface.

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(e) A confirmed transaction is final and cannot be cancelled, refunded or reversed, except that: where fulfilment of a Raw API order fails after your Partner Wallet has been debited, the debit is reversed and the order is voided; and an End User may receive a refund or correction where our Terms of Service provide for one (for example, for a payment that was not credited or an obvious pricing error).

(f) Per-transaction and other limits apply as configured, together with limits set by law, payment networks and our banking partners. We may refuse a transaction that would exceed them.

(g) You must not use quote validity periods for arbitrage. We may reject or delay transactions during extreme volatility, and may suspend buying, selling or delivery during a liquidity disruption, a failure at our Supplier, a mint, a price feed or a bank, or regulatory action, telling you as soon as practicable. We are not liable for market movement between display and execution, or for delays on your side.

(h) Where you fund a Raw API buy from your Partner Wallet, you pay as collection and technology agent for the End User, out of money you lawfully collected from them, and not as our agent. You are responsible for your collection arrangements complying with the Payment and Settlement Systems Act, 2007 and every direction of the Reserve Bank of India that applies to you, including those on payment aggregators. If a buy you funded fails or is reversed and the amount returns to your Partner Wallet, you must promptly refund the End User. If we reasonably consider that your collection arrangements may not comply with the law, we may suspend buys funded from your Partner Wallet on notice.

8. Payment Infrastructure

(a) Where Payment Infrastructure is enabled, End Users pay OroPocket directly by UPI, through the payment gateways we choose and may change, on our hosted payment page or through a UPI payment link we return to you. Each successful payment funds a purchase of Metal by that End User from us.

(b) You act only as a technology facilitator. You do not receive, hold, pool or settle End User money, you are not a payment aggregator or payment system operator for these payments, and you must not present a payment as made to you. You must not change the amount, add a charge outside our checkout or alter our payment page.

(c) Who bears the gateway fee is part of your Commercial Terms, and is fixed on each payment order and SIP when it is created:

(i) where we bear it, the whole payment buys Metal;

(ii) where you bear it, the whole payment buys Metal, the fee accrues to you, and we invoice each month's fees to you on a tax invoice, with GST included in the fees, which we settle under clause 16(e) or you pay; and

(iii) where the End User bears it, the fee is deducted from their payment before Metal is bought. This applies only where it is configured for your Account, or where you bear the fee and we allow you to pass it on. Our hosted page shows that the payment includes the fee, and if you present the payment yourself (for example, through a UPI link we return) you must show the fee to the End User before they pay.

(d) A payment order expires at the time stated in it. A payment that arrives after expiry still completes at our live price when we receive it. If a payment arrives but the purchase cannot be completed, we either complete the purchase or refund the End User to the account they paid from, as our Terms of Service provide. Only we refund End User payments. You must not promise or make a refund on our behalf, and you must direct End Users to our support for any payment

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question.

(e) If an End User raises a chargeback or payment dispute, we deal with it with the gateway and may hold or take back the Metal bought with that payment, as our Terms of Service provide. You must give us any records we ask for within three (3) Business Days. You are not entitled to commission or markup on a payment reversed by a chargeback, and we may recover any we paid under clause 16(e). If a chargeback arises from your misrepresentation, an instruction your Integration submitted without the End User's authority, or fraud by your personnel or systems, you will reimburse our resulting loss, including the gateway's charges.

(f) Payment identifiers and links are bearer credentials, and you must deliver each only to the End User it is for.

(g) We may pause Payment Infrastructure for one Account or for everyone, for example during a gateway outage. In Sandbox, payments are simulated and no money moves.

9. SIPs and payment mandates

(a) A SIP set up through your Integration is an OroPocket SIP under our Terms of Service. Each instalment is a separate buy at our live price when it is debited.

(b) The End User authorises a UPI AutoPay mandate in favour of OroPocket through a mandate provider we choose, and the payee name they see may be the provider's, as our Terms of Service explain. We or the provider schedule each debit, and we, the provider or the End User's bank send the pre-debit notices the law requires. You cannot originate, alter or schedule a debit.

(c) An End User may stop a SIP at any time. You may cancel a SIP through the API only on that End User's instruction. Metal already bought stays with the End User.

(d) The SIP minimum, milestone bonus and other SIP settings for your End Users are as configured. Each SIP keeps the bonus settings in force when it was created, and a later change to them does not alter an existing SIP. Clause 13(c) governs your markup on SIP instalments.

(e) Where SIP fees are configured for your Account, we charge you, not the End User, a fee for each mandate an End User approves and a fee for each successful instalment, on SIPs whose instalment amount is below the band configured. Failed instalments and SIPs that are never approved are not charged. The fee terms are fixed on each SIP when it is created, and a SIP that re-creates an earlier one keeps, for each fee, the lower of the earlier terms and the terms in force when it is re-created. Fees are stated before GST. We bill each month's fees, with GST, on our tax invoice and collect them under clause 16(g).

(f) Where the End User bears the gateway fee on a SIP, the fee for each debit stated when the SIP is created is deducted from each instalment before Metal is bought.

(g) If this Agreement ends, SIPs continue under our Terms of Service unless the End User stops them. You are not entitled to commission or markup on instalments debited after this Agreement ends, and we will stop applying your markup to them. SIP fees are payable only on mandates approved and instalments debited before it ends.

10. Your own Metal: buying, sending, gifting and selling to us

(a) Metal and money you hold for your business (your "Treasury") are recorded in the OroPocket account linked to your Account Owner's login. As between you and us, your Treasury belongs to you, the Partner, and this Agreement is our agreement, for the purposes of our Terms of Service, to that account being used for your business. We may treat any instruction given through the Account Owner's login, or by a Team Member within the access you gave, as your instruction. You must tell us at once if your Account Owner changes or leaves, and we will move your Treasury as

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you and we agree in writing.

(b) Buys for your Treasury carry our standard platform fee and GST, and earn no commission.

(c) Where Distributions are enabled, you may send or gift Metal from your Treasury to individuals. You warrant that you have a lawful basis to give us each recipient's mobile number and other details, and that each recipient is eligible under our Terms of Service. We may open an OroPocket account for a new recipient and tell them about the gift, naming you. A send or gift is final once credited. Each carries the platform fee stated in its quote, is subject to the limits configured, and earns no commission. You are responsible for every tax consequence of a distribution for you, including any duty to deduct tax on a benefit you give.

(d) Where the Raw API lets an End User gift Metal, the End User must have approved KYC, and the gift completes only after the End User confirms it with a one-time code we send to their own mobile number.

(e) Where GST sells are enabled for you, you may sell Metal from your Treasury to us against a GST invoice, as follows:

(i) you must be Live, with a GSTIN we have verified and a payout account on record;

(ii) the Metal leaves your Treasury when you sell, at our live sell rate shown at that moment and without a platform fee, and the sale cannot be cancelled;

(iii) we owe you the taxable value of the Metal plus GST at the applicable rate, and you must issue a tax invoice to us for exactly those amounts, under the GSTIN recorded at the sale and with the other details the Dashboard shows;

(iv) once we have approved a valid invoice, we credit the amount to your Treasury and pay it to your payout account, and we may reject an invoice that does not match, with reasons, in which case you must issue a corrected one; and

(v) if a payout fails, the amount is credited back to your Treasury as rupees, and we pay it again when you ask, to the extent it is still there.

11. Delivery of physical coins

(a) Where delivery is enabled, End Users may order gold or silver coins from the catalogue we make available, for delivery to an address in India, fulfilled by our Supplier from our pooled account. Our Terms of Service govern the End User's rights in a delivery, including where a parcel is lost or a coin is defective.

(b) Through the Raw API:

(i) the End User must have approved KYC and must confirm each order with a one-time code we send to their own mobile number, which you must not obtain or enter for them;

(ii) the charges itemised in the delivery quote (the metal value where a coin is bought outright, the making or minting charge, shipping and GST) are debited from your Partner Wallet when the order is placed, and the End User's Metal is debited where they redeem a Holding;

(iii) an order your Partner Wallet cannot fund is rolled back in full; and

(iv) once placed, an order cannot be cancelled except as our Terms of Service allow, and if we or our Supplier cannot fulfil it, we restore the End User's Metal and credit the charges back to the Partner Wallet that paid them.

(c) You are responsible for the accuracy of the recipient and address details your Integration submits.

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12. Fees

(a) We do not charge a per-call or monthly fee for access to the APIs, unless your Commercial Terms say otherwise. The fees that apply are those in this clause 12.

(b) Except as clause 10(e) provides, every buy, sell, send and gift carries our platform fee, shown before it is confirmed. On Raw API transactions (including End User gifts), on sends and gifts from your Treasury and on payment orders, the fee is the rate configured for your Account for that type of transaction, which may be waived, and it is fixed on each quote or payment order when it is created. On Embed and Whitelabel transactions, SIP instalments and buys for your Treasury, it is our standard platform fee under our Terms of Service.

(c) Gateway fees, SIP fees and delivery charges apply as clauses 8(c), 9(e) and 11(b) set out.

(d) Plan and setup fees are payable as invoiced, are non-refundable and are not set off against commission.

(e) All amounts under this Agreement are exclusive of GST, which is added at the applicable rate where it applies, except where this Agreement states that an amount includes GST.

(f) We may introduce a new fee, or increase a fee, on at least thirty (30) days' notice under clause 27(f). We may reduce or waive a fee at any time. A fee that this Agreement says is fixed on a quote, payment order or SIP when it is created stays fixed for it, and any other change to a fee applies to transactions after the change takes effect.

13. Merchant markup

(a) A merchant markup is your own charge on our price. It is available only on a plan that includes it, and applies to Live transactions only after we approve it for your Account; a change to an approved markup applies to Live transactions only once we approve the change. In Sandbox a markup applies as soon as you save it, so that you can test it, including on the prices shown in a Sandbox Embed session, in which nothing can be transacted.

(b) A buy markup is added to our buy rate and applied to the amount that buys Metal after our platform fee and GST. A sell markup is taken off our sell rate, so the End User receives less for the same quantity. Each is subject to the maximum configured. We refuse a markup above the maximum, and if we lower the maximum below your markup, your markup applies at the new maximum.

(c) An approved markup applies wherever your End Users see our price through your Integration, including Raw API quotes, payment orders, the Embed, the Whitelabel app and the instalments of SIPs set up through your Integration. On a SIP instalment, the markup that applies is the one approved for your Account when the instalment is debited. A markup does not apply to sends, gifts or delivery.

(d) The markup is shown in each Raw API quote. You must not present the marked-up price as our own price, and you must make any disclosure of your charge that the law requires.

(e) On a buy the markup forms part of our sale price, and on a sell it reduces the price we pay. In both cases we hold the markup amounts and pay them to you through your monthly statement, as part of the consideration for your services, and they bear no interest. Commission is never calculated on your markup.

(f) You are not entitled to markup on a transaction that is reversed or refunded, and we may recover any we paid under clause 16(e).

(g) A markup stops applying if your plan no longer includes it, if we withdraw our approval, or when this Agreement ends. We may withdraw approval or lower the maximum on notice, and

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immediately where End User complaints, law or a banking or payment partner require it.

14. Partner Wallet, credit and dues

(a) Your Partner Wallet is prepaid unless a postpaid facility is configured. A postpaid facility lets your balance go below zero, down to the credit limit configured.

(b) Orders are debited at confirmation. An order your Partner Wallet cannot cover fails, and we are not liable to you or any End User for that failure.

(c) A credit balance is an advance against future orders and other amounts you owe us. It is not a deposit, bears no interest, gives no End User any interest in it, and may be applied by us to orders and to any amount you owe under this Agreement.

(d) You must fund your Partner Wallet only from bank accounts in your own name, by the methods the Dashboard shows, with money you lawfully hold that is free of any third-party claim.

(e) Where a postpaid facility is configured:

(i) each IST day's use of credit is set out in a statement of account on your Dashboard, which is a demand for payment and not a tax invoice;

(ii) each statement must be paid in cleared funds by the due date it shows, which is set by the settlement period configured and counted in calendar days, including weekends and public holidays;

(iii) payments are applied to your oldest open statements first;

(iv) if your Commercial Terms set a rate of interest on overdue amounts, overdue amounts carry interest at that rate from the due date until paid;

(v) we may reduce, suspend or withdraw your credit limit for the future at any time on notice; and

(vi) while any amount is overdue we may suspend new buys, keeping sells and withdrawals open so that End Users can always reach their Holdings.

(f) Amounts we take from your Partner Wallet under this Agreement, such as SIP fees under clause 16(g), may take a postpaid balance beyond your credit limit, and any excess is due at once.

(g) If a prepaid balance goes below zero for any technical reason, you must restore it within twenty-four (24) hours of our notice.

(h) We may set off any amount you owe us that is due against any amount we owe you and against your Partner Wallet balance, and will tell you within two (2) Business Days of doing so.

(i) Your payment obligations under this clause are debts payable in full, not claims for damages, and are not subject to the cap in clause 26(d).

15. Commission and attribution

(a) Where commission is enabled for your Account, it accrues at the rates configured. The rate is fixed on each commission entry when the entry is written, so a later change to a rate never affects an earlier entry.

(b) Commission accrues, while this Agreement is in force and your Account is active, on two bases:

(i) integration-routed transactions: qualifying buys (including each SIP instalment) and, where a sell rate is configured, qualifying sells, made through your Integration, including transactions on your Whitelabel domain once it is live, whether or not the End User already had an OroPocket account; and

(ii) attributed-user activity: where attribution commission is enabled for your Account, qualifying transactions that your attributed End Users make through our own apps and website, and not

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through any partner's integration, during the attribution window configured, measured from the End User's account creation.

(c) Commission is calculated on the value of Metal in a transaction: for a buy, the amount that buys Metal after our platform fee, GST, any gateway fee the End User bears and any markup; for a sell, the proceeds after our platform fee and any markup.

(d) Attribution is exclusive. An End User is attributed to at most one partner, once, at the moment a brand-new OroPocket account is created in Live through your Embed or Raw API Integration, and is never re-attributed. A person who already held an OroPocket account when first linked to your Integration is never attributed to you, and an account opened by signing up on a Whitelabel domain is not attributed. The newly-created flag in the API response is conclusive.

(e) Where a sell rate applies, sell commission for a calendar month is payable only if that month's combined qualifying volume (the value of Metal on which your buy and sell commission was calculated that month) meets the threshold in force for your Account at the end of that month. If it does not, that month's sell commission is void in full, and buy commission, markup and referral earnings are unaffected.

(f) No commission accrues on:

(i) buys for your Treasury, or any send or gift;

(ii) transactions by End Users who are not attributed to you, made outside your Integration;

(iii) transactions that are reversed, refunded or unwound, whose unpaid entries we void and whose commission already paid we recover under clause 16(e);

(iv) Sandbox activity;

(v) rewards we issue, such as Bitcoin cashback and referral, streak, spin or milestone rewards, which are discretionary benefits to End Users that we may change or withdraw, are never payable to you or your affiliates, and give you no entitlement;

(vi) a transaction on which we pay an OroPocket customer referral reward, unless your Account is configured to keep commission on such transactions;

(vii) transactions after this Agreement ends; and

(viii) non-qualifying transactions.

(g) A transaction is non-qualifying if: it is not a genuine, contemporaneous instruction of the End User; it is a sell made within seven (7) days of the matched buy, matched first in, first out for each End User and each metal; alone or as part of a pattern, its purpose or effect is to inflate volume or commission with no genuine savings purpose for the End User; or it is on an account created or controlled by you, your promoters, employees or contractors, or anyone acting at your direction, other than for that person's own genuine savings.

(h) Acting reasonably and with written notice of our analysis, we may exclude non-qualifying transactions, withhold the related commission and recover commission already paid. Deliberate or repeated breach of clause 15(g) is a material breach of this Agreement.

16. Statements, invoices, tax and settlement

(a) Each calendar month's commission entries are finalised into a statement at 01:00 IST on the first day of the next month, and the statement is published on your Dashboard no later than the seventh (7th) Business Day of that month. A statement shows buy commission, sell commission, markup returned to you and referral earnings, which together make up the total payable, and shows separately any gateway fees you bore, SIP fees, tax deducted, set-offs and the net payout.

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(b) If a transaction in a statement is reversed before the statement is paid, we void the affected entries and issue a new revision of the statement, and we do not pay a statement while a revision is due. A paid statement never changes, and a reversal after payment is recovered under clause 16(e).

(c) You must raise any discrepancy in writing within fifteen (15) Business Days of publication of the revision concerned, failing which that revision is deemed accepted. Either party may correct a manifest error at any time.

(d) You then raise an invoice for the total payable on the latest revision of the statement, within fifteen (15) Business Days of its publication, using the amounts and our billing details the Dashboard shows, dated no earlier than the first day of the month it bills for and no later than the day you upload it, and upload it on the Dashboard. If you are registered for GST, you must give us your GSTIN in your go-live application or send us your registration certificate, and your invoice must be a tax invoice that complies with the GST law and charges GST. Your GSTIN is recorded once a go-live application containing it has been submitted, or once we have recorded it from your registration certificate. Until it is recorded, the Dashboard asks for an invoice without GST and we pay no GST. We check each invoice against the statement, and may reject it with reasons, in which case you must issue a corrected one.

(e) We settle undisputed invoices within fifteen (15) Business Days of receipt of a valid invoice that matches the latest revision of the statement, by bank transfer to your payout account. Where part of an invoice is genuinely disputed, we pay the undisputed part on time and explain the dispute in writing within five (5) Business Days. We may, at our discretion and for a reason we record, pay a statement without an invoice, in which case we pay the total payable without GST. From the invoice total, including GST, we deduct in this order:

(i) our invoice for the gateway fees you bore that month, which we net in full where the invoice total covers it, and otherwise do not net at all, in which case it stays open for you to pay;

(ii) tax deducted at source under clause 16(h);

(iii) recoveries of reversals from earlier paid statements, each identified by statement, transaction and amount, and any other amount we set off under clause 14(h); and

(iv) our open SIP fee invoices, oldest first, as clause 16(g) provides.

(f) If the deductions in clauses 16(e)(i) to 16(e)(iii) equal or exceed the invoice total, we make no transfer for that statement until the amounts concerned are settled, and any amount you owe stays payable. If open SIP fee invoices take the whole of a payout, the statement is settled with no transfer.

(g) Our invoices to you for gateway fees and SIP fees carry GST at the applicable rate (for gateway fees, included in the fees) and are settled under clause 16(e) or paid by you as stated on them. Plan and setup fees are payable as clause 12(d) provides. SIP fees that a payout does not cover, and SIP fee invoices still open at the end of a month, are taken from your Partner Wallet (a prepaid balance only down to zero, and a postpaid balance in full as dues), and any remainder stays open, to be taken from later payouts or your Partner Wallet or paid on the invoice.

(h) We deduct tax at source on amounts we pay or credit to you as the law requires, currently under section 393(1) [Table, Sl. No. 1(ii)] of the Income-tax Act, 2025 (which replaced section 194H of the Income-tax Act, 1961), at the rate and above the threshold the law prescribes, including on earlier amounts in the same tax year once the threshold is crossed. We compute it on the taxable value excluding GST, and on each month's amount before any netting or recovery, deposit it, issue the certificates the law requires, and apply a valid lower-deduction certificate you give us within its validity and amount. A higher rate applies by law if we do not hold your valid PAN. A later

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reversal or recovery does not change tax already deducted.

(i) Markup returned to you, referral earnings and any fee share are part of the consideration for your services, are included in your invoice, and are treated in the same way as commission for tax.

(j) You must charge, collect and pay the GST on your invoices and report them in your GST returns on time, so that we can claim input tax credit. If we lose input tax credit because you did not, you will repay the GST concerned with any interest and penalty, and we may recover it under clause 14(h).

(k) Each party bears its own income tax, and is responsible for its own obligations under the GST law and the Income-tax law, including any obligation that applies to you as an electronic commerce operator for supplies we make through your Integration (such as to collect or deduct tax at source). If you consider that you must collect or deduct tax on any amount relating to our supplies, you must tell us in writing before you do so, and give us the returns, statements and certificates we need to claim credit for it.

(l) Our API records, transaction ledger and wallet ledger are the authoritative record of all transactions, wallet movements and commission entries, subject to correction of manifest error.

17. Referrals and resellers

(a) Where you are enrolled as a referrer, you earn referral earnings on the qualifying buys of partners you refer (which may exclude SIP instalments), and any share of their plan fee, at the rates, for the windows and on the conditions configured. Referral earnings are paid through your monthly statement and do not depend on your own volume. You are not entitled to referral earnings on buys made while your Account or the referral is suspended, or after this Agreement ends.

(b) Your commission is as clause 15 provides, at the rates configured for your Account. We make separate arrangements with others, including partners and resellers who introduce businesses to us, and may pay them amounts in connection with any Account. Those arrangements are between them and us, are our Confidential Information, and give you no right to any further amount or to information about them.

(c) As a referrer or reseller, you must keep the terms of your arrangement with us confidential (such as your rate, keep, caps and fee share), and must not disclose them to any partner you refer, any client you introduce or anyone else.

(d) Where the reseller portal is enabled for you, you may record clients, propose a plan and a split within the caps configured, and send each client a join link, which expires after a limited period. Each client that claims a link becomes a separate partner, completes all of our go-live steps, which you cannot remove, and accepts its own agreement with us. We decide whether to approve each client. Your keep is paid to you as referral earnings for as long as your arrangement provides, and your share of a client's setup fee as configured once the client has paid that fee's invoice.

(e) As a reseller you must not make any promise on our behalf, describe our products or terms other than as we publish them, or collect any fee from a client for OroPocket other than through our invoice. Where the portal lets you issue or revoke a client's API keys, change or pause its webhook address, or see its masked API logs and webhook delivery status, you must do so only as that client instructs, and you are responsible for every key you issue and every access you use. You will not receive data about a client's End Users or their transactions, and must not seek it.

(f) A reseller portal on your own domain, and its branding, are subject to our review on the same basis as a Whitelabel domain under clause 18, and must name OroPocket where we require, such

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as in a "Powered by" line.

(g) You are not entitled to referral earnings or keep on transactions made after this Agreement ends, and we may recover any we pay for them. The agreement of a partner you referred or a client you introduced is not affected when yours ends.

18. Whitelabel domains and brand review

(a) Where Whitelabel is enabled, you may run our hosted app on one domain that you own or control, by pointing its DNS at the target we give you. You authorise us to obtain and renew TLS certificates for that domain and to serve the app on it.

(b) Your domain request is locked once you submit it, and we review it. Approval is our decision only, and your Whitelabel domain is live once we have provisioned it. Trades on your Whitelabel domain count as integration-routed for commission only once it is live.

(c) Your brand content (wordmark, logo, icon, link-preview image, accent colour, sign-in heading and subheading, trust lines and display settings) applies at once before your Whitelabel domain is live. Once it is live, a change is held for our review and nothing changes until we approve it. We may reject content, with a note.

(d) You are responsible for your content. Every claim in it, including trust lines, must be true and consistent with our Terms of Service and this Agreement, and must not, for example, describe Metal as insured. Our approval does not make us responsible for your content.

(e) Our legal and support links, our Terms of Service and Privacy Policy, our identity as seller on invoices, and any "Powered by" or similar line we choose to show remain on every Whitelabel domain. You must not remove, hide or alter them.

(f) You must keep your DNS pointed at us while your Whitelabel domain is live, and tell us before changing it. We may stop serving your Whitelabel domain if your DNS stops pointing at us, on suspension, or when this Agreement ends. End Users can always reach their accounts through our own channels.

(g) You grant us a non-exclusive, royalty-free licence to use your name, marks and brand content on your Whitelabel domain, in link previews and home-screen icons, on the Dashboard, in the messages described in clause 20(c) and in our records, for the term of this Agreement and, for our records and for material already issued, afterwards.

19. Your logo on customer invoices

(a) We may enable invoice branding for your Account. It is off unless we enable it, and we may disable it at any time.

(b) Where it is enabled, you may submit a logo and, if you wish, an icon, in the form the Dashboard specifies. Each submission is pending until we approve it, and we may reject it with a note. You may withdraw a pending submission, or remove an approved logo, at any time. A new or changed logo or icon needs our fresh approval, and until we give it, your approved one stays in use.

(c) OroPocket remains the party that sells Metal to, and buys Metal from, the End User, and the issuer of every invoice, purchase invoice and settlement advice for a transaction. Your approved logo or icon, and your company name, may appear on those documents only to show the channel through which the End User transacted, in the size, place and words we choose, which will always identify OroPocket as the seller or buyer and as the issuer. Showing your logo does not make you a seller, supplier or issuer. You must not issue your own invoice for the same supply or describe yourself as its seller.

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(d) While your logo is approved and invoice branding is enabled, your logo may appear on any such document for a transaction made through your Integration whenever that document is viewed, printed or downloaded, including a document for a transaction made before approval. Once your logo is removed, invoice branding is disabled or your Account is deactivated, documents viewed afterwards do not show it, after a short delay, but copies already downloaded or printed may still show it.

(e) You warrant that you own your logo and any icon, or are licensed to use them and to grant the licence below, and that they do not infringe anyone's rights, are not misleading and contain no other statement or mark.

(f) You grant us a non-exclusive, royalty-free, non-transferable licence to reproduce, resize, format and display your approved logo and icon on the documents described in clause 19(c), their previews and printable or downloadable copies, and in our records, for as long as they are approved and, for copies issued while they were approved, afterwards. Our service providers may exercise this licence for us.

(g) We may remove your logo from invoices at any time, without notice and without liability, including on suspension, on termination, on a complaint, or where the law or a tax authority requires.

20. Customer communications and complaints

(a) We send End Users the service messages we need to run their accounts, whatever Features are enabled, including one-time codes, KYC and account notices, SIP, mandate and pre-debit notices, withdrawal, gift and delivery updates and security alerts.

(b) Our buy, sell and SIP confirmation emails for transactions through your Integration are sent only where that Feature is enabled. Where it is not, you must give each End User a clear confirmation of each transaction, and access to our invoice for it where the API provides one.

(c) We may name your brand in messages we send to End Users about activity through your Integration, such as a notice to the recipient of Metal you send from your Treasury and, where that Feature is enabled, reminders about a SIP that an End User started but did not finish. We choose their wording and channel.

(d) Your own communications about OroPocket must be accurate, consistent with our Terms of Service and this Agreement, and lawful, including under the rules on commercial communications and the Guidelines for Prevention and Regulation of Dark Patterns, 2023. Any press release or other public announcement of the partnership, and any advertising or marketing material that names OroPocket, needs our prior written approval, which we will not unreasonably withhold. You do not need approval to state accurately that OroPocket sells the Metal, or to show the disclosures that this Agreement or the law requires.

(e) Complaints about an End User's Metal, money with us or OroPocket account are ours to resolve. You must pass any such complaint you receive to our support within two (2) Business Days, with the details you have, and direct the End User to our support and to the Grievance Officer named in our Terms of Service. You handle complaints about your own app and services. Each party will cooperate with the other to resolve a complaint.

(f) Where your app or website is an e-commerce entity under the Consumer Protection (E-Commerce) Rules, 2020 in respect of Metal, you must comply with those Rules, including by identifying OroPocket as the seller with the details and grievance officer we give you.

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21. Compliance and prohibited conduct

(a) You will comply with all applicable Indian law, including the Prevention of Money-laundering Act, 2002, the Foreign Exchange Management Act, 1999, the Digital Personal Data Protection Act, 2023, the Information Technology Act, 2000, the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016, the Consumer Protection Act, 2019, the Payment and Settlement Systems Act, 2007, the laws on goods and services tax and the Income-tax Act, 2025, and every law that governs your own business, including any savings, instalment, rewards, gaming, e-commerce or fulfilment activity you operate.

(b) Your Integration must not be used, directly or indirectly, for money laundering, financing of terrorism, sanctions evasion, tax evasion, benami transactions or fraud, or to convert or disguise gambling or gaming proceeds as Metal. No reward, points, cashback or gift-card scheme of yours may be structured to that effect or presented as converting winnings into gold.

(c) No scheme you run involving Metal may be a deposit under the Companies Act, 2013 or the Banning of Unregulated Deposit Schemes Act, 2019, or a prize chit or money circulation scheme under the Prize Chits and Money Circulation Schemes (Banning) Act, 1978.

(d) If you or any company in your group is regulated by SEBI, RBI, IRDAI, PFRDA or any other financial regulator, you warrant that your regulator permits your Integration, and you must not offer Metal through any platform or relationship your regulator forbids.

(e) Anything you sell, redeem into or fulfil with Metal or its proceeds, such as goods, jewellery, vouchers or services, is entirely your own: your sourcing, pricing, invoicing, taxes, delivery, quality, hallmarking where it applies, warranties and consumer claims. We have no responsibility for it, and you must say so consistently.

(f) You must tell us promptly of any transaction or pattern you know or suspect to be unlawful, and must not alert the End User concerned where that could prejudice an investigation. You will give us the information we reasonably need for our own legal and regulatory obligations within five (5) Business Days of request, and keep records of End User instructions and consents for at least five (5) years after the transaction or the end of this Agreement, whichever is later, or longer if the law requires.

(g) On reasonable written notice we may audit your reward flows, redemption structures and transaction patterns that involve Metal.

(h) We may change transaction limits, KYC requirements, payment rails or compliance procedures as law, a regulator, a banking or payment partner or reasonable risk judgement requires, and may pause, throttle or suspend all or part of the service for risk management, system stability, fraud prevention or compliance, with advance notice where practicable and prompt notice otherwise. Where a suspension is not caused by your default, we will use reasonable efforts to keep End Users able to sell and withdraw.

22. Data protection and data sharing

(a) Each party will comply with the law on personal data that applies to it. Until the provisions of the Digital Personal Data Protection Act, 2023 and the rules made under it that govern a matter are in force, that law includes section 43A of the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, and once they are in force, it includes that Act and those rules. Each party will keep reasonable security practices and procedures for the personal data it holds under this Agreement, and will process End User personal data under this Agreement only as needed to perform it.

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(b) Each party is a separate Data Fiduciary for the personal data it processes for its own purposes: we for each End User's OroPocket account, Holdings, KYC, payments and transactions, and you for your own relationship with your customers. Where you collect or pass on personal data only so that we can open, verify or operate an End User's OroPocket account (for example, a KYC submission, a bank account you add or an instruction you submit through the Raw API), you do so as our Data Processor, and you must process that data only for that purpose and as this Agreement and the Documentation instruct, protect it, and not keep it longer than the law or this Agreement requires.

(c) Before you send us any individual's personal data, you must make sure that the individual has been shown our Privacy Policy and any notice the law requires of you, and that you hold their consent, or another lawful basis, for: the creation of their OroPocket account; the transfer of their identity, contact, KYC and bank details to us for account creation, KYC, custody, settlement, withdrawals and compliance; our keeping that data as the law requires; and our contacting them directly as clause 20 describes. You must keep evidence of each consent, produce it within five (5) Business Days of request, and pass to us within two (2) Business Days any withdrawal of consent, correction request or grievance about data we hold.

(d) Personal data our APIs and the Dashboard return to you is masked by default, and End Users are identified by user code, except for details you gave us yourself, such as names.

(e) Where we enable a Feature that gives you unmasked personal data (for example, the list of End Users who started a SIP through your Integration that never took a payment, with full mobile numbers), and where an endpoint gives you an End User's total Holdings (for example, a holding certificate), you must:

(i) use that data only for the purpose stated for it on the Dashboard or in the Documentation, which for the SIP list is contacting the End User about the SIP they started through your Integration, and for a certificate is giving it to that End User;

(ii) not use it for unrelated marketing, profiling or credit decisions, and not sell, share or disclose it to anyone else;

(iii) let only Team Members who need it see it, and not export it except for that purpose;

(iv) stop contacting any End User who asks you to stop, and follow the law on calls and messages; and

(v) delete it once the purpose is served, and in any case when the Feature is switched off or this Agreement ends.

(f) We log access to unmasked data and may switch any such Feature off at any time. Misuse of unmasked data is a material breach of this Agreement.

(g) You must not try to re-identify End Users beyond what the APIs and the Dashboard show you.

(h) Each party will tell the other without undue delay, and in any case within twenty-four (24) hours of becoming aware, of a personal data breach affecting End Users or of a compromise of credentials, cooperate fully to contain and remedy it, and make the reports the law requires of it, such as to CERT-In within the time its directions set and, once the law requires it, to the Data Protection Board of India and affected individuals.

(i) We process the personal data of your Authorised Signatory, Account Owner and Team Members, such as names, contact details, identity verification results, IP addresses and activity on your Account, for verification, security, audit and compliance. You must tell them so.

(j) When this Agreement ends you will delete all End User KYC material, unmasked data and our Confidential Information, except what the law or clause 21(f) requires you to keep, and confirm deletion in writing on request.

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(k) We may use anonymised, aggregated data derived from platform activity for product improvement, fraud monitoring and reporting.

23. Intellectual property and non-circumvention

(a) Each party keeps all rights in its own intellectual property, and nothing in this Agreement transfers ownership.

(b) We grant you a limited, non-exclusive, non-transferable, revocable licence during the term to use our APIs, Documentation and brand assets only for your Integration and for communications this Agreement permits. You grant us the licences in clauses 18(g) and 19(f), and a licence to use your name and logo on the Dashboard, in our records and, with your approval, in joint marketing.

(c) You must not reverse engineer, decompile or derive source code from the APIs or our apps, or sell, sublicense, redistribute, frame, mirror or provide them as a service to others, except through the Integration Modes enabled for you.

(d) During the term, you will not solicit our Supplier, auditor, payment partners or other infrastructure providers disclosed to you in order to replicate this arrangement, or solicit any End User to move their Holdings from us to another digital gold or silver provider. During the term and after it ends, you will not use our Documentation, API design, data models, Commercial Terms, End User data we gave you or other Confidential Information to build, specify or help build a competing digital gold or silver integration or platform, or to solicit any End User or provider. Nothing in this clause restricts what you may do after this Agreement ends without using our Confidential Information, or any End User's freedom to deal with their Holdings.

(e) This Agreement is non-exclusive on both sides. We may work with anyone, including your competitors, and you may integrate other products, subject always to this clause.

24. Confidentiality

(a) "Confidential Information" means non-public information disclosed by either party in connection with this Agreement, including credentials, non-public Documentation, Commercial Terms, referral and reseller terms, End User and transaction data, wallet balances, business plans and know-how. The published text of this Agreement is not Confidential Information, but your Commercial Terms are.

(b) Each party will use the other's Confidential Information only to perform this Agreement, and disclose it only to its personnel, affiliates, auditors, advisers and service providers who need it and are bound by duties at least as strict.

(c) These duties do not apply to information that is public without breach, independently developed, lawfully received from a third party without restriction, approved for disclosure in writing, or required to be disclosed by law, a regulator or a court, with prompt notice to the other party where the law allows. We may also tell a reseller or referrer that a business it proposes to introduce already has an account with us, so that it is not introduced twice.

(d) These duties last for three (3) years after this Agreement ends, and without limit for trade secrets and personal data.

(e) Unauthorised disclosure may cause irreparable harm, and the injured party may seek injunctive relief in addition to any other remedy.

25. Warranties and disclaimers

(a) Each party warrants that it is duly organised and validly existing; that it has full power, authority and approvals to enter into and perform this Agreement; that doing so breaches no law or other agreement binding on it; and that the information it gives the other is true, accurate and

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complete in all material respects.

(b) You also warrant, on a continuing basis, that you hold every licence, registration and approval your business needs, and that you will tell us promptly of any change in your regulatory status, control or operations that could materially affect this Agreement.

(c) We warrant that we hold the metal backing Holdings as clause 5(c) and our Terms of Service describe. The purity of Metal is as our Supplier states it and as our app describes each product.

(d) Otherwise the platform, the APIs, the Embed, the Whitelabel app and Payment Infrastructure are provided "as is", with commercially reasonable care and skill. We aim for high availability and prompt incident response, but we do not warrant uninterrupted or error-free operation, and no uptime commitment or service credit applies under this Agreement. Anything described as beta, forthcoming or on a roadmap may change or be withdrawn and creates no entitlement.

(e) All conditions and warranties implied by law are excluded to the fullest extent the law permits.

26. Indemnity and liability

(a) You will indemnify OroPocket, its affiliates, directors, officers and employees against all direct losses, damages, penalties, costs and expenses (including reasonable legal fees, and amounts paid to End Users, regulators or other third parties) arising from:

(i) your breach of this Agreement or of law;

(ii) any inaccurate, unlawful or misleading marketing, price, fee or tax disclosure or other communication by you or through your Integration;

(iii) a compromise of your credentials, any access through an embed link you generated, or any instruction your Integration submitted that was not the End User's genuine instruction, including any amount we pay an End User under our Terms of Service because of it;

(iv) KYC details you sent us that were false, not the End User's own or not lawfully obtained;

(v) fraud or unauthorised activity originating from your systems or personnel, and any chargeback it causes;

(vi) your own schemes, rewards, fulfilment, goods or services;

(vii) your misuse of personal data, including unmasked data;

(viii) any claim that your content, logo, icon or other material infringes a third party's rights; and

(ix) any loss of input tax credit, or any tax, interest or penalty, caused by your failure to meet your tax obligations.

(b) We will indemnify you against direct losses arising from: our breach of law in providing the platform; a shortfall in the metal backing Holdings caused by our breach of clause 25(c); and any claim that the platform as we provide it, excluding your content, infringes a third party's intellectual property rights.

(c) A party claiming under an indemnity must notify the other promptly, let the other conduct the defence and any settlement (which must not admit liability for the claiming party without its consent), and cooperate reasonably, except that we may conduct ourselves the defence of any claim by an End User, a regulator or a tax authority.

(d) Except for liability for fraud, wilful misconduct or gross negligence, for breach of clause 21, 22, 23 or 24, or under clause 26(a)(iii), 26(a)(iv) or 26(a)(v), each party's total liability under this Agreement is limited to the total commission, markup, referral earnings and fees paid or payable by either party to the other under this Agreement in the twelve (12) months before the event giving rise to the claim. Money paid for End User purchases does not count towards that total.

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(e) Neither party is liable for indirect, incidental, consequential, special, punitive or exemplary loss, or for loss of profit, business, goodwill or data. This clause 26(e) does not limit an indemnity for amounts paid to End Users, regulators or other third parties.

(f) Nothing in this clause limits your obligation to pay Partner Wallet dues, interest, fees, recoveries of commission or any other debt under this Agreement, each of which is payable in full.

(g) Our obligations to End Users for their Holdings and money are owed to them under our Terms of Service, not to you.

(h) Nothing in this Agreement limits any liability that cannot be limited by law.

27. Changes to this Agreement, and earlier versions

(a) We may revise this Agreement. We will publish each revised version on developers.oropocket.com, show it on your Dashboard and send notice of it to the email address registered on your Account, stating the date it takes effect.

(b) A revised version takes effect on the date stated, which will be at least thirty (30) days after our notice. It may take effect sooner where the change is required by law, a regulator, a court or a banking or payment partner, or is urgently needed to protect End Users or the platform from fraud or a security risk, and immediately where it does not adversely affect you, such as a new optional Feature or a clarification.

(c) If you continue to use the platform after a revised version takes effect, including by making any call with your Live credentials or allowing any Live transaction through your Integration, you accept the revised version.

(d) If you do not accept a revised version, you may terminate this Agreement by written notice given before it takes effect, with effect from a date you choose no later than thirty (30) days after your notice. The change then does not apply to you, except where it is required by law, a regulator, a court or a banking or payment partner, and clause 28(f) applies to the termination.

(e) We may instead ask you to accept a revised version electronically, in which case it takes effect for you when you accept it.

(f) We will give at least thirty (30) days' notice of a change to your Commercial Terms that is adverse to you, unless you agree to it, it follows from a plan change you asked for, or law or a banking or payment partner requires it sooner. Other changes to your Commercial Terms take effect when shown on your Dashboard. A change applies only to transactions after it takes effect and, where this Agreement says so, only to quotes, payment orders or SIPs created after it.

(g) This version replaces, from the date you accept it, any earlier version of OroPocket's standard Partner Agreement that you accepted. Rights and obligations that accrued under an earlier version before that date are not affected.

(h) If you and we have signed a separately negotiated agreement, it prevails over this Agreement to the extent of any conflict on the matters it covers, and this Agreement applies to everything else.

(i) Except as this clause allows, this Agreement may be varied only in writing signed or accepted electronically by both parties.

28. Term, suspension, termination and run-off

(a) This Agreement runs from your acceptance until it is terminated.

(b) Either party may terminate this Agreement for convenience on thirty (30) days' written notice.

(c) Either party may terminate this Agreement by written notice if the other commits a material breach that is not cured within thirty (30) days of notice of it, becomes insolvent or subject to

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insolvency, winding-up or analogous proceedings, or loses a licence its business needs.

(d) We may suspend or terminate immediately, without a cure period, for fraud; for a breach of clause 6(d) or 6(e); for deliberate or repeated breach of clause 15(g); for a material breach of clause 21, 22 or 23; for a compromise of your credentials; for persistent funding default; or where law, a regulator or a banking or payment partner requires it.

(e) We may also suspend part of your access, such as new buys, a Feature or an Integration Mode, where we reasonably consider it necessary for a reason in clause 21(h) or 28(d), and we will tell you why unless the law prevents it.

(f) When this Agreement ends:

(i) End Users keep their Holdings and can always reach, sell, redeem and withdraw them through our own channels;

(ii) new buys through your Integration stop;

(iii) we may, for up to ninety (90) days, keep your Integration available for sells and withdrawals so that End Users can exit in an orderly way, and while we do, you must keep those journeys working in your app;

(iv) you must tell affected End Users, in a form we approve, how to reach their accounts through our own channels, unless the termination arises from your fraud or unlawful use, in which case we may deal with End Users directly;

(v) SIPs continue under our Terms of Service unless the End User stops them, and clause 9(g) applies to them;

(vi) when this Agreement ends or, if later, at the end of any period under clause 28(f)(iii), all credentials are revoked, and we stop serving your Whitelabel domain and remove your logo from invoices;

(vii) your Partner Wallet balance is refunded to your payout account within thirty (30) days, net of dues, interest, fees, recoveries, set-offs and amounts we reasonably keep for pending reversals, chargebacks or disputes;

(viii) commission accrued on qualifying transactions before the end is settled in the ordinary course, except that where termination arises from your material breach we may withhold it to the extent of our loss from that breach;

(ix) gateway fees, SIP fees and other amounts that accrued before the end remain payable; and

(x) you must stop using our marks, and delete data as clause 22(j) requires.

(g) Clauses 1, 3(c), 3(f), 5, 6(e), 6(g), 6(h), 7(e), 7(h), 8(d), 8(e), 9(g), 10(e), 11(b)(iv), 13(e), 13(f), 14, 15(f), 15(g), 15(h), 16, 17(b), 17(c), 17(g), 18(g), 19(d) to 19(g), 20(e), and 21 to 30 survive the end of this Agreement to the extent their nature requires.

29. Force majeure

(a) Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, epidemics, government or regulatory action, war, terrorism, civil unrest, cyberattack, failure of networks, infrastructure, banking or payment systems, and disruption at our Supplier, a mint, a payment gateway or a price feed.

(b) The affected party must notify the other promptly, mitigate diligently and resume performance as soon as the event ends.

(c) A force majeure event does not excuse a payment obligation that has already fallen due.

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(d) If an event continues for more than sixty (60) consecutive days, either party may terminate this Agreement on written notice, and clause 28(f) applies.

30. Governing law, disputes and general

(a) This Agreement is governed by the laws of India.

(b) The parties will first try to resolve any dispute by good-faith negotiation between senior representatives within thirty (30) days of written notice of it. Failing that, the dispute will be finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 before a sole arbitrator appointed by agreement or, failing agreement within fifteen (15) days, appointed by the Delhi International Arbitration Centre. The seat and venue of arbitration is New Delhi, its language is English, and the award is final and binding on the parties.

(c) Subject to clause 30(b), the courts at New Delhi have exclusive jurisdiction, including for interim and injunctive relief. Nothing in clause 30(b) or this clause limits a right that either party has under the Micro, Small and Medium Enterprises Development Act, 2006.

(d) The parties are independent contractors. Nothing in this Agreement makes either party the agent, partner, joint venturer or employee of the other, and neither party may bind the other. Clause 7(h) describes you acting for the End User, not for us.

(e) You may not assign or transfer this Agreement without our prior written consent, which we may withhold where the assignee is a competitor or fails our verification. Either party may, on written notice, assign it to a successor to all or substantially all of its business in a merger or restructuring, but an assignment by you under this sentence takes effect only once the assignee has passed our go-live verification.

(f) We give notices to you by email to the address registered on your Account and on your Dashboard. You give notices to us by email to partners@oropocket.com, with a copy of any legal notice to our registered office. An email notice is deemed received on the next Business Day after it is sent, unless it is returned undelivered, and a Dashboard notice when it is posted.

(g) Any stamp duty payable on this Agreement is payable by you, and you will reimburse us for any we pay.

(h) No failure or delay in enforcing a right waives it. If any provision is held unenforceable, the rest of this Agreement stands, and that provision applies to the extent it is enforceable.

(i) This Agreement, together with your Commercial Terms, your go-live application and the Documentation, is the entire agreement between the parties on its subject and supersedes all earlier discussions. If they conflict, this Agreement prevails, except that your Commercial Terms govern the figures they set, and clause 27(h) applies to a separately negotiated agreement.

(j) Nothing in this Agreement gives an End User or any other third party a right to enforce it.

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