

**DIRECT SALES PARTNER**  
**TERMS & CONDITIONS OF PARTNER AGREEMENT**

This Direct Sales Partner Agreement (the “Agreement”) entered between

**eMudhra Limited**, a company incorporated under the provisions of the Companies Act, 1956 in force in India, having its Registered and its Corporate Office at 3rd Floor, Sai Arcade, 56, Outer Ring Road, Deverabisanahalli, Bangalore 560 103 (hereinafter referred to as “**eMudhra**”, which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and assigns) of the FIRST PART;

**AND “Direct Sales Partners or DSP”** of the SECOND PART:

eMudhra and the DSP shall hereinafter jointly be referred to as “Parties” and individually as a “Party”.

**WHEREAS:-**

eMudhra is a licensed certifying authority for issuance of Digital Signature Certificates for its end customers under Information Technology Act 2000. The Controller of Certifying Authorities, Government of India, Ministry of Electronics and Information Technology who regulates the licensing of Certifying Authorities and activities pertaining to Digital Signature Certificates in India has issued a license to eMudhra to operate as a Certifying Authority.

The DSP has made representations to eMudhra that it possesses requisite expertise and that it has extensive and close contacts/business relations with various business/commercial/merchant establishments and wishes to use its said business contacts/ relations together with its infrastructure, expertise and personnel to mobilize and secure Digital Signature Certificate business for eMudhra (the Purpose).

eMudhra therefore proposes to appoint the DSP for the Purpose of mobilizing and facilitating Digital Signature and other businesses for eMudhra.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1) APPOINTMENT AND DURATION**

eMudhra hereby appoints the DSP to act as business associate for mobilizing and facilitating Digital Signature and other businesses for eMudhra and the DSP hereby accepts the appointment and agrees to render the service as mentioned in Annexure I to this Agreement.

DSP’s appointment shall be in force till termination of the same as per terms of this Agreement.

**2) COMMISSION AND TERMS OF PAYMENT:**

In consideration for undertaking the responsibilities and effectively performing the obligations/functions mentioned herein the DSP shall be entitled for commission as mutually decided and agreed between the parties from time to time. The commission will be paid to the DSP by eMudhra within 15 days from the end of every month.

The DSP shall not be entitled to any payment over and above the commission mentioned in the Agreement. eMudhra shall not be liable for any other costs, expenses, payments, etc. incurred by DSP in the course of performing its obligations/functions under this agreement, unless and until agreed by eMudhra in Writing.

For operational convenience, the DSP can deposit any amount, as DSP may deem fit into eMudhra's portal. Any balance left in the portal account can be claimed back by the DSP from eMudhra at any time. Such deposit will not carry any interest.

It is understood and agreed that disclosing and sharing of information pertaining to the transactions are crucial for the rendering service under this Agreement. Therefore, DSP hereby agree to exchange and share with eMudhra all the information in transparent manner to achieve the purpose efficiently.

### **3) CONFIDENTIALITY:**

For the Purpose of this Agreement "Confidential Information" shall mean any and all information in any form (whether or not marked or identified as confidential) including, without limitation, names and other details of the Digital Signature Applicant, names of the investors, the products, business plans, services, clients, accounts, contracts and arrangements of eMudhra and/or its client and/or their respective associated companies, investors of the eMudhra, emanating, directly or indirectly, orally or in writing from eMudhra and/or its client and/or their respective associated companies and/or the investors of the eMudhra or which comes into the possession of Channel Partner or which is accessed by Channel Partner, by whatever means and shall include the contents of any software, source code, the deliverables, any compilation of otherwise public information and any such confidential information made known by eMudhra.

The DSP shall maintain strict confidentiality of all the Confidential Information disclosed to it whether before or after the effective date of this Agreement. The DSP shall disclose the Confidential Information only to its employees/personnel who have a bona fide need to know the same for the purposes of this Agreement. The DSP shall neither copy nor reproduce the Confidential Information nor shall it to disclose it to any third parties neither allows third party access to it nor shall it use it for any other purpose except for the purpose of performing its obligations under this Agreement. The DSP shall prohibit any transmission or distribution, including without limitation to electronic transmission, of the Confidential Information from the premises where the Confidential Information is stored. No such Confidential Information, including the provisions of this Agreement, shall be disclosed by DSP without the prior written consent of eMudhra, except as required by a valid order of any competent court or any other regulatory authority provided that DSP shall notify eMudhra immediately and shall cooperate in seeking a reasonable protective order. DSP should not use the Confidential Information except for the purposes as specified hereunder.

DSP may only disclose Confidential Information to its employees who have a bona fide need to know the Confidential Information, if such person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the purpose of meeting the obligation of DSP under this Agreement.

DSP shall use at least the same degree of care in safeguarding the Confidential Information of eMudhra as it uses for its own information of like importance, which shall not be less than reasonable.

DSP shall ensure that the Confidential Information is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by eMudhra. The confidential information will be safeguarded and DSP shall take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. Any violation of the same will be liable for action under the law, which shall entitle eMudhra to claim damages apart from taking action under the appropriate law.

DSP shall upon discovery of any disclosure or suspected disclosure of Confidential Information, promptly inform eMudhra of such disclosure in writing and immediately return to eMudhra all such information, in whatsoever form, including any and all copies thereof.

The Confidential Information, the derivative information and copies thereof, in whatever form shall at all times remain the property of eMudhra /its Clients/Investors and its disclosure shall not confer on DSP any rights, licenses (including any intellectual property rights) over the information of eMudhra /its Clients/Investors whatsoever beyond those contained in this Agreement.

It shall be DSP's responsibility to ensure that all its employees or personnel comply this requirement.

The obligations with regard to Confidential Information contained in this Agreement shall survive any expiry or termination of this Agreement.

#### **4) INTELLECTUAL PROPERTY RIGHTS:**

For the purpose of this Agreement "Intellectual Property Rights" shall mean all rights in intellectual property, including without limitation patents, patent applications, trade and service marks, trade names, rights in designs, copyright, topography rights, database rights, trade secrets, methodologies and techniques.

All rights, title, and interest, including Copyright, Trade Mark and Patent rights, to any deliverables, ideas, know-how, inventions, software, documentation, processes or any other Intellectual Property Rights shared by eMudhra under this Agreement shall be exclusive property of eMudhra. Enabling any business transaction by using these Intellectual Property Rights by DSP shall not entitle any rights to the DSP and permissions to use these Intellectual Property of eMudhra shall not to be construed as assignment or transfer of these rights to DSP.

The DSP in particular hereby undertakes not to decipher or disclose the application, method and processes thereof in any manner to third parties or disclose any confidential information provided to DSP and inform all their employees, contractors, consultants and other relevant third parties of the proprietary and confidential nature thereof.

#### **5) DSP'S WARRANTIES:**

The DSP warrants that:

- a. It has obtained all the necessary permissions, consents and approvals required under the relevant laws to enter into this Agreement, and that the authorised persons entering into the Agreement on its behalf are under no legal impediment.
- b. It is in possession of all infrastructural facilities and adequate qualified personnel required to provide the services contemplated under this agreement.
- c. In the performance of this Agreement, the Partner shall adhere to the instructions and policies communicated by eMudhra.
- d. It shall ensure that all the information, data, documents and records sought by eMudhra shall be provided within the time limit specified by eMudhra.
- e. It shall not make any representations, warranties, guarantees or enter into any agreements or contracts binding on eMudhra, or incur any liability on behalf of eMudhra, without prior and express written consent of eMudhra.
- f. The DSP undertakes that, if required, it will hold documents and other assets of eMudhra in its safe custody on behalf of eMudhra and shall handover the same as per the instruction of eMudhra.

- g. The DSP hereby agrees to indemnify and hold harmless eMudhra against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from breach of terms and conditions of this agreement or any negligent act or omission of the Partner in the performance and/or failure to perform under this agreement including the negligent acts or omission of any other person appointed by DSP for the purpose of this agreement.
- h. The DSP shall not directly or indirectly do anything detrimental to the promotion of the products & services of eMudhra in which the eMudhra is dealing with or deal with from time to time.
- i. The DSP shall abide by all the verification guidelines issued by Controller of Certifying authorities, eMudhra or under any legislation pertaining to activities undertaken by the DSP under this Agreement.
- j. The DSP shall also undertake that it shall abide by eMudhra CA CPS, manuals and other documents and its amendments.
- k. The DSP shall verify that the DSC applicant has all the valid documents for procuring the DSC and competent to purchase the DSC as per the provisions of eMudhra CA CPS and under the relevant statute.
- l. The DSP agrees to provide adequate training to the personnel employed by them and hereby undertakes that the DSP shall be solely responsible for the all the acts, omission and commission of such personnel.
- m. The DSP shall not make any representations, warranties, guarantees or enter into any agreements or contracts binding on eMudhra, or incur any liability on behalf of eMudhra.

#### **6) COMPLIANCE WITH LAWS:**

In performing its obligations under this Agreement, DSP agrees to comply with all laws, rules and regulations of the land in which the activities required under this Agreement are to be performed that are applicable or may hereafter become applicable, and to indemnify and hold eMudhra harmless from any failure to do so. DSP also agrees and undertakes that it shall at all times advise and notify eMudhra and keep eMudhra informed from time to time about all requirements that eMudhra is required to comply with or may be required to comply with under the applicable laws of the land in relation to the arrangement contemplated under this Agreement.

#### **7) TERMINATION AND EFFECTS OF TERMINATION:**

**Termination for convenience:** eMudhra shall have the right to terminate this Agreement at any time, without cause on the delivery of thirty (30) calendar days prior written notice. Neither party shall be responsible to the other for any costs or damages resulting from the termination of this Agreement.

**Termination for Cause:** Notwithstanding the above, eMudhra may terminate this Agreement with immediate effect, and without notice in the event that the DSP:

- a) commits a breach of any of the terms or conditions of this Agreement or fails to honour, observe, adhere to, abide by or comply with any directions or instructions issued and/or fails to honour, observe, perform or undertake any of its obligations under this Agreement and such breach or failure continues for (30) thirty days after receipt of a written notice from the other party;
- b) or becomes insolvent or is subject to a petition in bankruptcy filed by or against it or is placed under the control of a receiver, liquidator or committee of creditors; or
- c) assigns or attempts to assign this Agreement without the prior written consent in writing of the other; or

- d) dissolves, ceases to function as a going concern or to conduct its operation in the normal course of business.

**Effect of termination:** Upon termination of this Agreement for any reason whatsoever, the DSP shall:

- a) Complete all the pending activities and unfinished tasks initiated by the DSP prior to termination of this Agreement.
- b) return all Confidential Information and all copies thereof given or provided or made available to, or produced by, it or its advisers, as the case may be, which are in its possession or under its custody or control;
- c) In the event it is not possible to return any of such Confidential Information, documents, materials, then each party shall immediately destroy such Confidential Information, documents and other materials and certify same in writing.
- d) Upon termination of this Agreement, all rights and benefits granted by this Agreement to the DSP shall revert to eMudhra, and the DSP shall immediately cease to use of and shall either return or under the supervision of eMudhra's personnel destroy copies of all materials and all Marks or Authorised Marks and further cease to represent itself as a DSP.

**8) NON-COMPETE:**

DSP agrees that during the term of this agreement, will not enter into any contract with any organisation or any other third party where the subject matter of such contract is related to the business of eMudhra and/or the transactions contemplated hereunder, including the services, products and solutions offered by eMudhra, without the prior written consent of eMudhra. DSP acknowledges that the nature of transactions contemplated under this Agreement involves absolute confidentiality and agrees to engage with eMudhra only for the nature of transactions or arrangement entered under this agreement.

**9) LIMITATION OF LIABILITY:**

In no event eMudhra shall be liable to DSP or to its clients or to any other person or entity by whatsoever name it has been called for any direct, indirect, consequential, special or incidental damages or losses of any kind whatsoever including but not limited to, lost profits, penalties, or liquidated damages, regardless of whether arising from breach of contract, warranty, tort, strict liability or otherwise, even if advised of the possibility of such loss or damages or such loss or damage could have been reasonably foreseen.

**10) AUDIT AND INSPECTION:**

During the Term of this Agreement, eMudhra and/or its designated representatives, shall have the right to audit (by inspecting or copying) relevant books and records of the DSP, pertaining to this Agreement, in order to verify it with the terms of this Agreement. eMudhra and/or its designated representative shall conduct audits during the DSP's normal business hours and in such a manner as not to interfere unreasonably with DSP's normal business operations. The DSP shall co operate with eMudhra and/or its designated representatives to assure a prompt and accurate audit.

**11) FORCE MAJEURE:**

Neither Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to circumstances beyond the Party's reasonable control, including without limitation, acts of any Governmental Authority, war, armed conflict, hostile attack, insurrections, riot, sabotage, blockage, embargo, fire, flood, earthquake, typhoon, epidemic or other nature, calamity or strike or other labour disturbance, acts of Government and/or shortage of materials.

**12) GENERAL:**

- a) This Agreement constitute the sole and exclusive statement of the terms and conditions hereof and supersede any prior discussions, writings and negotiations thereto. This Agreement shall not be amended unless in writing, signed by an authorised signatory of both parties.
- b) This Agreement is not intended to create a relationship such as a partnership, franchise, joint venture, or agency. The DSP expressly acknowledges and agrees that the designation "Partner" as used in this Agreement, is intended to indicate and grant upon the DSP, the permission to mobilize and facilitate Digital Signature and other business for eMudhra from end customers, but is not a legal partnership, joint venture, or other legal organization or entity. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractors, nor bind the other parties.
- c) Any waiver of any term or condition of this Agreement shall not be deemed or construed to be a waiver of such term of condition for the future, or any subsequent breach thereof.
- d) This Agreement shall be governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Indian courts in Bangalore.
- e) The Parties agree that any dispute or difference arising out of or in connection with this Agreement between the Parties shall be submitted to arbitration if the same is not resolved amicably between the Parties within 15 days of the dispute/difference being notified to both the Parties. The arbitration shall be conducted by an arbitral tribunal consisting of three arbitrators. Each Party shall appoint one arbitrator and the two appointed arbitrators shall appoint the third presiding arbitrator. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act 1996. The venue of arbitration shall be Bangalore and the language of arbitration shall be English.
- f) All notices (including address change notices) will be in writing and will be sent to the address given at the beginning of this Agreement addressing it to the signatory of this Agreement.
- g) If any provision or part of this Agreement is found by a court of competent jurisdiction or other competent authority to be illegal or unenforceable, it will be enforced to the maximum extent permissible, and the remainder of this Agreement will remain in full force and effect to the fullest extent permitted by law and the parties hereto agree to replace the illegal or unenforceable provisions with valid provisions which are as close as possible to the illegal or unenforceable provisions in their respective meaning, purpose, and commercial effect.
- h) The headings in this Agreement are for reference purposes only and will not affect the meaning or construction of the terms of this Agreement.
- i) Either party not assign or otherwise transfer this agreement without the prior written consent of other party.
- j) The Clauses pertaining to Confidentiality, Non Compete, Intellectual Property shall survive the expiry or termination of this agreement.
- k) Signed facsimile copies of this Agreement, its addendums, attachments, exhibits or purchase order will legally bind the parties to the same extent as original documents.
- l) No person other than a party to this Agreement shall be entitled to enforce any term of it except as expressly provided save that where an agreement is entered into pursuant to which any rights and/or obligations contained in this Agreement are permissibly assigned or novated to a third party, nothing in this clause shall, of itself, operate to prevent the assignee from taking the benefit of, and enforcing, any rights so assigned.
- m) Each Party agrees that it has reviewed carefully the terms and conditions of this Agreement, has understood the terms and their interpretations and voluntarily agrees to accept each and every provision of this Agreement.

## **ANNEXURE I**

**Scope of Work for mobilizing and facilitating Digital Signature Business.**

The Direct Sales Partner shall be responsible for:

1. Identifying potential customers for Digital Signature Certificates for eMudhra.
2. Facilitating and helping prospective customers by providing details regarding the Digital Signature Certificates, method of procuring the DSC, understanding the requirement of the customers, helping in filing of DSC applications and its submission, guiding etc.,
3. Entering the details of DSC applicant in eMudhra Portal accurately and providing applicant details and other information as sought by eMudhra from time to time.
4. Manage all day-to-day aspects of Customer account management including follow up for payments on behalf of eMudhra.
5. Any other tasks assigned by from eMudhra and mutually agreed between the parties.