

## Registration Authority Agreement

This **Registration Authority Agreement** (hereinafter referred to as “**Agreement**”) is made on this \_\_\_ day of \_\_\_\_\_.

BETWEEN

**eMudhra Limited** having Registered and Corporate Office at 3<sup>rd</sup> floor, Sai Arcade, 56, Outer Ring Road, Devarabeesanahalli, Bangalore – 560 103, owners of eMudhra duly licensed and operating as Certifying Authority by CCA, under the Information Technology Act, 2000 (hereinafter referred to as “eMudhra CA”) through its authorised signatory, of the ONE PART

AND

\_\_\_\_\_, having principal office at \_\_\_\_\_ (hereinafter referred to as the “Registration Authority” or “RA “ which term shall include all its associates, branches and affiliates ) through its Authorised Signatory of the SECOND PART

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

**WHEREAS** eMudhra Limited is the owner of “eMudhra” and is duly licensed and operating as a CA (hereinafter referred to as “eMudhra CA”).

**WHEREAS** eMudhra CA is a licensed Certifying Authority by CCA, under the Information Technology Act, 2000 to provide Digital Signature Certificates in India through interested entities/organizations having necessary infrastructure and facilities for issuance of Digital Signatures and who shall be deemed as Registration Authority (“RA”). The term RA in this agreement includes RA outlets and RA associates.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and intending to be legally bound thereby, eMudhra CA and RA, (collectively, the “Parties”) hereby agree as follows:

### I GENERAL OVERVIEW AND PURPOSE:

1. The RA shall function as business associate of eMudhra CA, for the purpose of collecting and authenticating each subscriber’s identity and information to be entered into their

Digital Signature Certificate (hereinafter, "DSC") by in-person (face-to-face) proofing and/or verification and validation of identity documents; and forwarding accepted applications for DSC. RA shall also process, approve and forward requests for revocation of DSC to eMudhra CA. RA shall perform functions relating to but not limited to validation of credentials, issuance, usage and revocation; post-issuance updates and re-issuance.

2. The RA agrees to perform its functions in accordance with the procedures laid out in the RA manual and the current version of the eMudhra CA Certification Practice Statement (hereinafter, "CPS") available on eMudhra CA's website [www.e-mudhra.com](http://www.e-mudhra.com) and any amendments made to it from time to time.

## **II ROLES AND RESPONSIBILITIES OF RA:**

1. RA shall perform its functions under this agreement in accordance with the eMudhra CA CPS, RA Manual and the requirements of the IT Act, 2000 as amended from time to time.
2. All RA outlets and associates shall use eMudhra RA DSC to carry out the RA approval process as laid down in eMudhra CA CPS.
3. The RA / RA associate shall display eMudhra logos, devices, trademarks and trade names on their promotional material and shall promote eMudhra CA's services to the best of their ability.
4. The RA shall be the point of contact between the DSC applicant and eMudhra CA; RA shall be responsible for collecting the applications and subscriber documents & subscriptions. The RA shall immediately, forward all requests for revocation of DSC and all applications for issuance of DSC to eMudhra CA after verification and validation procedures, indicating whether the applications have been accepted or rejected. The RA shall not retain any applications or subscriber/applicant information.
5. The RA shall accept or reject applications for DSC after adhering to the procedures set out in the CPS of eMudhra CA and RA Manuals amended from time to time, for authentication of identity of applicants including but not limited to in person (face-to-face) proofing and / or document validation, and shall forward to eMudhra CA the accepted applications for processing and eventual issuance of DSC.
6. RA shall ensure that DSC is processed only upon receiving a valid and complete eMudhra application Form with all relevant supporting documents from the applicant.
7. In the event of rejection of the application, the RA shall inform the applicant in writing of the reasons for rejection and the same shall be communicated to eMudhra CA.

8. eMudhra CA shall abide by the decision of the RA where applications have been rejected, but shall reserve the right to exercise discretion in respect of the applications accepted by the RA. Appeal shall lie to eMudhra CA with respect to rejection of applications and the decision of eMudhra CA in this regard shall be final.
9. The RA and all RA Associates and RA outlets shall maintain up to date record and account of all applications & subscriptions received, accepted and rejected. The same shall be accessible to eMudhra CA at all the times.
10. The RA may, at the discretion of eMudhra CA delegate functional roles and duties within the organization to RA associate who shall also enter into an agreement with the RA to this effect. Such delegation must be consistent with eMudhra CA CPS, RA Manual and the IT Act, 2000. The RA shall be responsible for standards, training, oversight and audit of the RA associate and RA outlets and shall ensure that timely corrective action is taken to address deficiency, including termination or suspension of specific RA associate or RA outlet, when warranted.
11. The RA may in consultation with and in agreement with eMudhra CA, appoint 'Project Coordinators' to enable regular communication between the RA and eMudhra CA for smooth delivery of services.

### **III AUTHENTICATION OF IDENTITY:**

1. Applications for DSC shall be entertained by the RA only if authorised by the individual seeking DSC or by authorised persons representing a body corporate or institutional applicant.
2. Primary authentication of identity shall be done in accordance with the current versions of eMudhra CA CPS and RA Manual.

### **IV MINIMUM DSC SALES GUARANTEE:**

RA hereby agrees to achieve during the term of this agreement, Minimum Guaranteed sales for DSC as mutually agreed between the parties, which is mentioned Annexure I of this Agreement.

### **V SECURITY DEPOSIT:**

- 1) The RA shall pay a one-time refundable security deposit as agreed to by the parties. RA confirms and authorises eMudhra CA to forfeit Security deposit amount in case, RA fails to achieve the Minimum Guaranteed Sales as mutually agreed upon and / or setoff/adjust the

security deposit amount against any losses or damages suffered by eMudhra CA on account of breach of any of the clauses in this Agreement by the RA or on activation of any of the clauses under this agreement.

- 2) The transfer price to RA shall be as mutually agreed between the parties and the RA sale price to the applicant shall not be more than eMudhra MRP recommended by eMudhra CA.

## **VI TERM, TERMINATION AND RENEWAL OF AGREEMENT:**

1. This Agreement shall be effective from \_\_\_\_\_ and valid till termination of the same. The parties to the Agreement for convenience may terminate the Agreement by serving 30 days written notice to the other party.
2. Either party shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Agreement as follows:
  - (i) Immediately upon written notice if the other party materially breaches any term of this Agreement which remains uncured for a period of Fifteen (15) days following receipt of written notice of such breach; provided, however, such cure period shall not apply if either party is in breach of the confidentiality of this Agreement; or
  - (ii) Immediately upon the declaration of bankruptcy or insolvency of either party or the order upon the order of competent authority declaring that the administration of the party shall pass into the hands of an appropriate authority such as a Liquidator or administrator.
  - (iii) Upon ten (10) days' written notice that continuation of this contract would be illegal for either party and no cure of such illegality can be reasonably made during such notice period.
3. In the event of termination of this Agreement:
  - (i) The Parties will honour and complete all transactions that are in process on the effective date of such termination.
  - (ii) Any accrued rights or liabilities of either Party shall not be affected, and any provisions expressly or by implication intended to come into force shall come into operation.
4. Immediately upon termination, eMudhra CA may suspend services of all RA Outlets including its RA associate outlet services governed by this Agreement. The RA shall immediately, and in any case within one week, hand over any application, subscription, document, records etc. in their possession governed by this Agreement and shall cease

to represent themselves as representatives or agents or business associates of eMudhra CA.

5. eMudhra CA reserves the right to terminate this Agreement if it has cause to believe that the RA has not discharged their duties under this Agreement in accordance with the RA manual and eMudhra CA CPS; further eMudhra CA shall have the right to terminate this Agreement in the event that the RA fails to adhere to its obligation and warranties.

## **VII DISPUTE SETTLEMENT AND ARBITRATION:**

1. In the event of a dispute arising between the parties as to the interpretation, operation, or effect of any clause in this Agreement, or any other difference, the aggrieved party shall notify the other party of the same in writing within a reasonable time period. The other party shall have the opportunity to respond to the grievance in writing.
2. Parties shall, at the first instance, attempt to resolve all disputes arising between them as to the interpretation, operation, or effect of any clause in this Agreement or any other difference arising between them through discussion in an atmosphere of mutual cooperation.
3. In the event of failure to mutually resolve the dispute, either party may make a request in writing for the appointment of a mutually acceptable technical expert, who will be required to give his/her opinion on the dispute within reasonable time. The costs of the process will be borne by both parties equally.
4. In the event that the dispute is not resolved by appointment of a technical expert or one or both parties is of the opinion that it is not likely to be resolved, it shall be referred to the arbitration. Arbitrator shall be chosen by the parties by mutual agreement. The decision of such an arbitrator shall be binding on the partners.

## **VIII eMUDHRA CA INTELLECTUAL PROPERTY:**

1. All eMudhra CA intellectual property, including without limitation, their trademarks, trade names, copyrights, software, processes and systems, training manuals, operating manuals, materials distributed to RA, RA associates, applicants and others as promotional material and all materials developed or produced, including this agreement format, exclusively for eMudhra CA pursuant to this Agreement, including spreadsheets, lists and public relations networks (collectively "eMudhra CA Intellectual Property") will remain the property of eMudhra CA. Nothing contained in this agreement shall be

deemed to be a license or assignment of any eMudhra CA Intellectual Property to RA or RA associate or outlet.

2. eMudhra CA may grant, at its discretion, non-exclusive royalty-free license to use and operate “eMudhra CA Intellectual Property” for the sole purpose of enabling RA to fulfil its obligations under this Agreement. Upon the termination of this Agreement, all “eMudhra CA Intellectual Property” shall immediately revert to eMudhra CA, and the RA shall cease and desist from using eMudhra CA intellectual property in any manner not authorised expressly by eMudhra CA. Failure to do so may entitle eMudhra CA to seek all such remedies and compensations as are available in the event of infringement of Intellectual Property.

#### **IX IT SECURITY:**

1. The RA shall use only authorised and original software licensed appropriately by the vendor on all computers, interfaces and communication systems used in the provision of services contemplated under this Agreement.
2. The RA shall use secure communication channels and eMudhra CA approved web-based communication systems.
3. The RA shall ensure that IT security policy of eMudhra CA as communicated from time to time and as embedded in the RA Manual and eMudhra CA CPS are strictly adhered to by the RA as well as RA associate and RA outlets.

#### **X RA WARRANTIES:**

The RA warrants that:

1. 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.
2. It is in possession of all infrastructural facilities and adequate qualified personnel required to provide the services contemplated under this agreement.
3. In the performance of this Agreement, the RA shall adhere to the instructions and policies communicated by eMudhra CA, the RA manual and the eMudhra CA CPS, provided to them.

4. RA or RA associate appointed by RA shall not approve any DSC request without having the possession of physical application. RA hereby agrees that eMudhra CA does not subscribe or endorse any act by RA or RA associate of approving DSC without having possession of physical application. RA shall be responsible and accountable for consequences of violation of this obligation and also agrees to indemnify eMudhra CA for any losses or damages accrued to eMudhra CA due to any violation of this clause by the RA or RA associate.
5. RA shall ensure that all the information, data, documents and records sought by eMudhra CA either from RA or RA Associates appointed by RA shall be provided within the time limit specified by eMudhra CA, failing which eMudhra CA reserves the right to initiate appropriate action against RA.
6. Further, the RA shall provide adequate training including in conjunction with eMudhra CA to its personnel and supervise them at all times to ensure delivery of services satisfactory to eMudhra CA.
7. The RA shall ensure that should any of its personnel be unable to discharge their duties to the satisfaction of eMudhra CA that their services shall be terminated, and adequately qualified replacements shall be found and employed within reasonable time.
8. It shall comply with all statutory obligations and liabilities in respect of the personnel engaged by it including but not restricted to those under legislations governing labour and employment including laws prohibiting child labour and trafficking; safety of personnel and property; and taxation.
9. No personnel engaged by RA shall be deemed to be personnel of eMudhra CA, nor will eMudhra CA be liable for any failure on the part of the RA to comply with any statutory laws or contractual obligations; and the RA hereby indemnifies eMudhra CA and its directors and affiliates from and against any claims or actions arising from its failure to comply with statutory laws and contractual obligations.
10. The RA shall not make any representations, warranties, guarantees or enter into any agreements or contracts binding on eMudhra CA, or incur any liability on behalf of eMudhra CA not governed by this Agreement, without prior and express consent of eMudhra CA.
11. The RA hereby agrees to indemnify and hold harmless the eMudhra CA against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of the RA in the performance and/or failure to

perform under this agreement including the negligent acts or omission of any other person appointed by RA for the purpose of this agreement.

**XI eMUDHRA CA WARRANTIES:**

eMudhra CA warrants that:

1. It has obtained all the necessary certifications, 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.
2. It is in possession of all infrastructural facilities and adequate qualified personnel required to provide the services contemplated under this agreement and to train personnel of the RA in tasks essential to the provision of services contemplated under this Agreement.
3. It is in possession of all required proprietary and/or appropriately licensed Intellectual Property including data, software, know-how, communication technology and is free to use and license them to the RA; and that the RA shall not be infringing the Intellectual Property of any third party, nor shall any claim lie against the RA if the use of Intellectual Property licensed by eMudhra CA is found to be infringing the Intellectual Property of any third party.

**XII CONFIDENTIALITY AND NON-DISCLOSURE:**

Definition of Confidential Information: "Confidential Information" means any and all information disclosed to, or otherwise acquired or observed whether in writing, orally, electronically, photographically, in recorded or any other form, including, but not limited to, agreements, sales and operation information, existing and potential business plans and strategies and marketing methods, financial information, costs, pricing information, know-how, designs, drawings, specifications, technical information, concepts, knowledge, reports, methods, processes, techniques, whether or not the foregoing information is Patentable, tested, reduced to practice, or subject to copyright, provided that such information is identified as confidential. Confidential Information shall not include any information which

- (i) was at the time of disclosure in the public domain through no fault of the disclosing party, or
- (ii) was known to the party (as shown by written records) prior to receipt thereof from the disclosing party, or
- (iii) was independently developed by the party (as shown by written records), or



(iv) was properly received by from an unaffiliated third party under no obligation of confidentiality.

1. All confidential information or any part thereof, provided by eMudhra CA for the purpose of enabling the RA to perform their functions and obligations under this Agreement, shall revert to eMudhra CA upon the conclusion of authorised use by the RA or upon termination of the Agreement. Paper copies of confidential information shall be destroyed or forwarded to eMudhra CA, in consultation with eMudhra CA, and digital copies shall be erased from digital storage devices and computers. The RA shall inform eMudhra CA in writing of the compliance with this clause.
2. The RA shall maintain confidentiality with regard to information contained in all applications, requests for revocation, correspondence and communication between applicant and the RA; and shall not disclose to any third party any confidential information or any part thereof, provided by eMudhra CA for the purpose of enabling the RA to perform their functions and obligations under this Agreement, without prior and express consent of eMudhra CA.

The RA shall not utilise in any manner not contemplated under this Agreement, any confidential information or any part thereof, provided by eMudhra CA for the purpose of enabling the RA to perform their functions and obligations under this Agreement, without prior and express consent of eMudhra CA.

3. The RA shall not disclose any information or matter determined from time to time to be confidential by eMudhra CA, to any person not directly connected with the performance of the functions contemplated under this act;
4. The RA shall take all such necessary steps to prevent access by unauthorised persons to such confidential information, including but not limited to securing the premises against trespass and unauthorised entry, preventing access to computers and data storage devices, and protecting records and information related to applicants, application status, DSC and keys issued by eMudhra CA.
5. The RA shall require the RA associate, RA outlets and all personnel who are likely to be exposed to confidential information to enter into Confidentiality and Non-Disclosure Agreements.
6. Neither party shall make, nor cause to be made on its behalf any announcement, public statement or public notice regarding the existence, terms and disputes relating thereto, this Agreement, without prior written consent of the other party

7. The terms of this clause shall survive after the termination of the Agreement, and eMudhra CA shall be entitled to seek remedies and compensation for the loss of any confidential information.

**XIII NON-COMPETE AND NON-HIRE:**

1. The RA shall not, directly or indirectly, enter into the business of Certifying Authority, either by himself or through any of its relatives and associates, during the term of this Agreement and for period of 1 year from the termination of this Agreement without the prior written consent of eMudhra CA.

RA shall not enter into an agreement similar to this Agreement with any other CA without informing eMudhra CA.

2. The RA shall promote the best interests of eMudhra CA at all times.
3. eMudhra CA undertakes not to hire, solicit or offer employment to any personnel of the RA during the subsistence of the Agreement and for one year after the termination of the Agreement without the RA's prior written consent.

**XIV LIMITATION OF LIABILITY:**

1. IN NO EVENT SHALL EMUDHRA CA BE LIABLE TO RA OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST RECORDS OR DATA, LOST SAVINGS, LOSS OF USE OF FACILITY OR EQUIPMENT, LOSS BY REASON OF FACILITY SHUTDOWN OR NON-OPERATION OR INCREASED EXPENSE OF OPERATIONS, OR OTHER COSTS, CHARGES, 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 FORSEEN.
2. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, THE AGGREGATE LIABILITY OF EMUDHRA CA REGARDLESS OF THE NATURE OR FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL UNDER NO CIRCUMSTANCES EXCEED THE FEES RECEIVED BY EMUDHRA CA UNDER THE PARTICULAR ENGAGEMENT / TRANSACTION GIVING RISE TO THE CLAIM UNDER THIS AGREEMENT.

**XV ASSIGNMENT :**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. No rights or obligations of either party under this Agreement may be assigned or transferred without the prior written consent of the other party. Any prohibited assignment will be null and void.

**XVI ENTIRE AGREEMENT :**

Except to the extent otherwise provided herein, this Agreement contains the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, whether written or oral, between the Parties concerning the subject matter hereof.

**XVII AMENDMENT OR WAIVER:**

1. No provision in this Agreement may be amended unless such amendment is agreed to in writing and signed by both Parties.
2. No waiver by either party of any breach by the other Party of any condition or provision contained in this Agreement to be performed by such other party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time.
3. Any waiver must be in writing and signed by the waiving party.

**XVIII SEVERABILITY:**

In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

**XIX RELATIONSHIP:**

The Parties hereby agree and understand that relationship of Parties is on 'principal-to-principal' basis, and no agency, partnership, employer-employee or any other relationship is envisaged, intended or have been created under this Agreement.

**XX GOVERNING LAW AND JURISDICTION:**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of India, and in particular the Information Technology Act, 2000 and the rules and

regulations framed thereunder, without reference to conflict of laws principles. The courts of Bangalore shall have exclusive jurisdiction for determination of disputes arising under this contract.

**XXI NOTICES:**

Any notices required or permitted to be given under the provisions of this Agreement shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

Addresses of both parties for service of notices.

Chief Financial Officer

eMudhra Limited,

56, 3<sup>rd</sup> Floor, Sai Arcade,

Outer Ring Road, Devarabeesanahalli,

Bangalore – 560 103

**RA of eMudhra CA:**

\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.

**XXII FORCE MAJEURE:**

1. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, local strikes or bandhs, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
2. Provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met may be extended at the discretion of eMudhra CA, for a period of time equal to the time lost due to any delay so caused.

3. Either Party may, if such delay continues for more than 8 weeks, terminate this Agreement forthwith on giving notice in writing to the other in which event neither Party shall be liable to the other by reason of such termination save in matters relating to payments already accrued to the account of the other party.

**XXIII SURVIVAL:**

The proprietary rights and confidentiality obligations of the Parties shall survive the expiration or earlier termination hereof.

**IN WITNESS WHEREOF** the Parties hereto acting through their properly constituted representatives have set their hands to cause this AGREEMENT signed and executed for and on their behalf.

SIGNED for and on behalf of  
**eMudhra Limited**

SIGNED for and on behalf of RA

Signing Authority

Signing Authority

Name:

Name:

Designation:

Designation:

Witness:

Witness:

1.

1.

Signature

Signature

Name:

Name:

## **ANNEXURE -1**

### **Terms and Conditions**

**1. RA Login:**

- 1.1.** Shall be through DSC login only, issued by eMudhra, for which RA has to make a payment of Rs \_\_\_\_\_/- per RA DSC. Every login will require an RA DSC for mapping the DSC with Login Id. This DSC cannot be used for any other purpose.

- 1.2. Issuance of RA login Id is subject to minimum lot of \_\_\_\_\_ nos. per login Id.
  - 1.3. **RA associates:** will be issued RA login Id based on the recommendation and authorization by RA under whom RA associate would be working. The RA shall enter into a separate RA Associate Agreement for all of its RA Associates in the specified format and shall send the duly signed original copy of the RA Associate Agreement to eMudhra.
  - 1.4. **RA** shall be responsible for all the activities of its associates.
2. **RA warranties:** The RA hereby undertakes that it shall not appoint any RA Associate or Sub-RA'S without prior written consent of eMudhra CA.
3. **The RA also undertakes** that, it shall not, at any point of time during or after the expiry/termination of this Agreement, allocate or provide the stock allotted to it to any other RA or the RA Associates of any other RA of eMudhra CA.
4. **Minimum DSC Sales Guarantee** – The RA shall guarantee the sale of \_\_\_\_\_ ( \_\_\_\_\_ numbers) DSC during the term of this agreement.
5. **Security Deposit:** The RA shall make a onetime interest free refundable security deposit of Rs.NIL .
6. **Transfer price to RA:**
  - 6.1. **DSC price:** The transfer price of eMudhra DSC to RA shall be as mutually agreed between the Parties.
  - 6.2. **Slab Qty:** The applicable price per DSC for RA shall be as applicable for the lot quantity ordered by you.
  - 6.3. **Taxes & Duties:** The transfer price fixed between the Parties for any particular class of eMudhra DSC shall be exclusive of statutory levies and taxes.
7. **Transfer price to RA Associates:** RA shall sell to its associates at a price not lower than the RA transfer price as specified by eMudhra CA from time to time.
8. **Purchase Order:** RA shall place order for DSC and e-token as detailed below:
  - 8.1. **Purchase order for DSC :** PO shall be placed on eMudhra Limited / Distributor.

**8.2. Advance Payment:** shall be made along with PO either by ONLINE transfer / Through DD/Cheque subject to realization. Payment shall be made in favor of the eMudhra Limited or the Distributor as the case may be.

**8.2.1. Item description in PO:** 'eMudhra DSC' with relevant class and validity period

**8.3. Purchase order for USB Crypto E-TOKEN:** PO shall be placed on eMudhra Limited.

**8.3.1. Basic Price per Token :**

Transfer price\* to RA for sale to end customers is as mutually agreed between the parties.

1. Transfer price to RA for issuance of USB e-TOKEN shall be as mutually agreed between parties from time to time. Taxes will be levied at actual as applicable at the time of dispatch

2. Any local taxes / octroi / special taxes if any shall be borne by RA

3. All documentation required to satisfy commercial or local tax authorities, at the time of dispatch of goods to RA or its authorized consignee address shall be furnished by RA.

\*Currently VAT under respective state is leviable on sale of e-token.

**8.3.2. Token Specification:**

USB e-Tokens which are FIPS Certified are provided eMudhra.

**8.3.3. Min PO Qty:** 100 nos. and in multiples of 100

**8.3.4. Payment:** shall be made along with PO either by NEFT TRANSFER (ONLINE) transfer / through DD/Cheque subject to realization. Payment shall be made in favor of 'eMudhra Limited'

**8.3.5. Delivery:** One week, subject to stock availability

**8.3.6. Item description in PO:** ' USB e-Token FIPS Certified'

**9. DSC:** eMudhra will allocate counters totalling to PO qty for which payment has been made and realized by eMudhra .

**10. Time limit:** RA shall indicate the time limit by which he will liquidate the entire stock against each order.

**11. Advertisement:** RA shall advertise in its web site eMudhra logo for promoting eMudhra DSC. Also e-Mudhra will include its RA outlets name in its website.

- 12. Procedure to transfer stock to RA outlets/branches/RA Associates:** PO quantity will be dispatched to the RA Head office of the RA and in turn the RA may re-distribute.
- 13. Procedure for closure of RA authorized outlets/branches:** This shall be done on the recommendation of RA, subject to RA agreement. RA shall arrange for revocation of respective RA DSC.
- 14. Working time to issue Codes to customer:** eMudhra normal working hours is 9-00 am to 6-00 pm. However, during Income Tax return filing season, it could be extended until 8-00 pm at the sole discretion of eMudhra. Sunday & public holidays excluded.
- 15. Authentication code for download of DSC:** Codes will be sent to Customers only.
- 16. Wrong data entry:**
- 16.1. Certificate not down loaded:** If the client has not downloaded the certificate, then application may be re-processed with correct information. New application Id number will be generated and Customer will get new codes to download the certificate.
  - 16.2. Certificate already down loaded:** RA has to re-process the application and issue new certificate to customer at RA's cost.
- 17. Download failure:** Any download failure due to reasons attributable to internet issues notified to us within 48 hours shall be re-issued free of charge by the next working day. Download failures due to technical issues at customer end is not in our scope of re-issue.
- 18. Measures and Checks:** Ensuring adequate checks on the outlets / franchises is the sole responsibility of RA.
- 19. Audit:** The RA shall be subject to half yearly internal audit by eMudhra and compliance audit by CCA empanelled auditors appointed by eMudhra on behalf of the CCA, to be carried out in accordance with eMudhra CPS and other regulations including the Information Technology Act.
- 20.** RA shall approve all the application through RA login including those which are submitted by the Sub RA / RA associates.
- 21. Revision in prices:** eMudhra reserves the right to revise transfer price for RA as well as its MRP without any prior notice.



**22. Processing of Application forms:** All applications received by the RA within 6.00 p.m of any day shall be processed on the same day and all applications received after 6.00 pm of any day shall be processed within 11.00 a.m of the following working day. RA and/or RA associates shall not recommend / approve DSC issuance without collecting original application forms. If original applications forms are not received within the stipulated time, eMudhra reserves the right to revoke the concerned certificates at the cost of the RA and the RA shall also be responsible for any consequential damages arising out of its conduct.

**23. Conversion:** RA is allowed to apply for conversion of DSC stock from one type to the other by adjusting the quantity of new type to its equivalent value of the type to be converted subject to mutual acceptance of the price for the type of DSC proposed to be purchased.

**24.** Any tax liability that may arise out of the sales &/or services rendered by eMudhra RA or RA associates shall be borne by RA only.

**For eMudhra Limited**

**For RA**

**Name:**

**Name:**

**Designation:**

**Designation:**