

Registration Authority Associate Agreement

This **Registration Authority Associate Agreement** (hereinafter referred to as "**Agreement**") is made on this _____ day of _____ 2014.

BETWEEN

M/S Sakshi Jain having its registered office/office at Office No D-63, 1st Floor Gali No.- 2 laxmi nagar City **delhi** .Pin code 110092 State delhi (hereinafter referred to as the "**Registration Authority**" or "**RA**" which term shall include all its, branches, successors and affiliates) through its authorised signatory, of the ONE PART

AND

M/s _____, having its registered office/office at _____

_____ City _____ Pin Code _____ State _____, (hereinafter referred to as the "**Registration Authority Associate**" or "**RA Associate**" which term shall include all its branches, successors and affiliates) through its Authorised Signatory of the SECOND PART

AND

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

RA _____
SAKSHI JAIN

eMudhra CA _____

RAA _____
Signature

WHEREAS eMudhra CA is a licensed and operating as licensed Certifying by CCA, under the Information Technology Act, 2000 to provide Digital Signature Certificates in India.

WHEREAS the party of the FIRST PART is operating as Registration Authority (RA) under eMudhra CA pursuant to a Registration Authority Agreement dated _____ (hereinafter referred to as RA Agreement).

WHEREAS the party of the FIRST PART is desirous of appointing a Franchisee/Agent/Associate to operate as Registration Authority Associate (RA Associate) under eMudhra CA who is having necessary infrastructure and facilities for such operation.

WHEREAS the party of the SECOND PART is desirous of operating as Registration Authority Associate (hereinafter referred to as RA Associate) under eMudhra CA and is in possession of the necessary infrastructure and facilities for such operation.

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

I GENERAL OVERVIEW AND PURPOSE

1. The RA Associate shall function as an agent of RA and Sub Agent 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 approving and forwarding accepted applications for DSC to his RA for its issuance. RA Associate shall also process, approve and forward requests for revocation of DSC to eMudhra CA under intimation to RA; RA Associate shall maintain all the records, documents, data as per the requirement of RA and/or eMudhra CA and provide the same to RA and/or eMudhra CA along with other information as and when required.
2. The RA Associate 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 and any amendments made to it from time to time.

II Roles and responsibilities of RA Associate

1. All RA Associate shall use eMudhra RA DSC to carry out the RA approval process as laid down in eMudhra CA CPS.
2. The 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.
3. The RA Associate shall be the point of contact between the DSC applicant, RA and eMudhra CA; RA Associate shall be responsible for collecting the applications and subscriber documents & subscriptions. The RA Associate 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 Associate shall not retain any applications or subscriber/applicant information.
4. The RA Associate shall accept or reject applications for DSC after adhering to the procedures set out in the CPS of eMudhra CA, 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 RA the accepted applications for processing and eventual issuance of DSC.
5. In the event of rejection of the application, the RA Associate shall inform the applicant in writing of the reasons for rejection and the same shall be communicated to RA.
6. RA or eMudhra CA shall reserve the right to exercise discretion in respect of the applications accepted by the RA Associate. Appeal shall lie to eMudhra CA with respect to rejection of applications and the decision of eMudhra CA in this regard shall be final.
7. The RA Associates shall maintain up to date record and account of all applications & subscriptions received, accepted and rejected. The same shall be accessible to RA and/or eMudhra CA at all the times.
8. The RA Associate may in consultation with RA and in agreement with eMudhra CA, appoint 'Project Coordinators' to enable regular communication between the RA Associate, RA and eMudhra CA for smooth delivery of services.

III ROLES AND RESPONSIBILITIES OF RA

1. RA shall train and assist RA Associate in performing its functions under this agreement and in accordance with the eMudhra CA CPS and the requirements of the IT Act, 2000 and any related amendments thereof.
2. RA shall approve or reject the applications approved by the RA Associate and in case of any rejection the same shall be communicated to RA Associate with appropriate reason.
3. The RA shall be responsible for standards, training, oversight and audit of the RA associate and shall ensure that timely corrective action is taken to address deficiency, including termination or suspension of RA associate when warranted.

IV AUTHENTICATION OF IDENTITY

1. Applications for DSC shall be entertained by the RA Associate only if preferred 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.

V SECURITY DEPOSIT AND PAYMENT

1. The RA Associate shall pay a one-time refundable security deposit to the RA as agreed between RA and RA Associate. For the services rendered by the RA Associate, RA shall pay the RA Associate an amount mutually agreed between RA and RA Associate detailed in Annexure 1.

RA _____
SAKSHI JAIN

eMudhra CA _____

RAA _____
Signature

2. The RA Associate sale price to the applicant shall not be more than eMudhra MRP recommended by eMudhra CA from time to time, which is also published on website www.e-mudhra.com.

VI TERM, TERMINATION AND RENEWAL OF AGREEMENT

1. Unless terminated earlier as provided below, the Agreement shall be effective from _____ and valid till termination of the same. However, in any case this Agreement shall not extend beyond the term of the RA agreement between the RA and eMudhra CA. The parties hereby ratify their respective acts, deeds and other obligations entered from the effective date of this agreement to the date of entering/execution of the agreement.
2. The parties 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; however, eMudhra reserves the right to terminate the agreement with immediate effect on breach of any terms of this agreement or failure to comply with guidelines issued by eMudhra from time to time;
 - (ii) immediately upon the declaration of bankruptcy or insolvency of any one of the 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 any of the party or for all the parties 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, RA and eMudhra CA may suspend services of all RA associate outlet services governed by this Agreement. The RA Associate shall immediately, and in any case within 1 week, hand over any applications, subscriptions, documents records etc. In their possession governed by this Agreement and shall cease to represent themselves as representatives or agents of RA under eMudhra CA.
5. RA reserves the right to terminate this Agreement if it has cause to believe that the RA Associate has not discharged their duties under this Agreement in accordance with the RA manual and eMudhra CA CPS; further RA shall have the right to terminate this Agreement in the event that the RA Associate fails to adhere to its warranties.

VII DISPUTE SETTLEMENT AND ARBITRATION

1. In the event of a dispute arising between the RA and RAA 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. RA and RAA 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 to eMudhra CA in writing for the appointment of a technical expert of eMudhra CA, 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 RA and RAA equally. The decision of such technical expert shall be binding on the both RA and RA Associate.

VIII INTELLECTUAL PROPERTY RIGHTS

1. All Intellectual property rights, 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 Associate.

IX IT SECURITY

1. The RA Associate 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 Associate shall use secure communication channels and eMudhra CA approved web-based communication systems.
3. The RA Associate 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 Associate.

X RA ASSOCIATE WARRANTIES

The RA Associate 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 Associate shall adhere to the instructions and policies communicated by eMudhra CA, the RA manual and the eMudhra CA CPS, provided to them.

RA _____
SAKSHI JAIN

eMudhra CA _____

RAA _____
Signature

4. RA associate appointed by RA shall not approve any DSC request without having the possession of physical application. RA Associate hereby agrees that RA and/or eMudhra CA does not subscribe or endorse any act by RA associate of approving DSC without having possession of physical application. RA Associate shall be responsible and accountable for consequences of violation of this obligation and also agrees to indemnify RA and eMudhra CA for any losses or damages accrued to eMudhra CA due to any violation of this clause by the RA associate.
5. RA Associate shall ensure that all the information, data, documents and records sought by RA and/or eMudhra CA from RA Associates appointed by RA shall be provided within the time limit specified by RA or eMudhra CA, failing which RA or eMudhra CA reserves the right to initiate appropriate action against RA Associate.
6. Further, the RA Associate shall provide adequate training including in conjunction with RA and eMudhra CA to its personnel and supervise them at all times to ensure delivery of services satisfactory to RA and eMudhra CA.
7. The RA Associate shall ensure that should any of its personnel be unable to discharge their duties to the satisfaction of RA and 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 Associate shall be deemed to be personnel of eMudhra CA, nor will eMudhra CA be liable for any failure on the part of the RA Associate to comply with any statutory laws or contractual obligations; and the RA Associate hereby indemnifies RA and 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 Associate 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 RA or eMudhra CA.
11. The RA Associate hereby agrees to indemnify and hold harmless the RA and 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 Associate in the performance and/or failure to perform under this agreement including the negligent acts or omission of any other person appointed by RA Associate for the purpose of this agreement.

XI RA WARRANTIES

RA 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 Associate in tasks essential to the provision of services contemplated under this Agreement.

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

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

RA _____
SAKSHI JAIN

eMudhra CA _____

RAA _____
Signature

3. The RA Associate shall not disclose any information or matter determined from time to time to be confidential by RA and eMudhra CA, to any person not directly connected with the performance of the functions contemplated under this act;
4. The RA Associate 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 Associate shall require all personnel who are likely to be exposed to confidential information to enter into Confidentiality and Non-Disclosure Agreements.
6. RA and RAA 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 or any part thereof, without prior written consent of the other party and eMudhra CA.
7. The terms of this clause shall survive after the termination of the Agreement, and eMudhra CA and RA shall be entitled to seek remedies and compensation for the loss of any confidential information.

XIII NON-COMPETE AND NON-HIRE

1. The RA Associate 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 RA and eMudhra CA.
RA Associate shall not enter into an agreement similar to this Agreement with any other CA without informing RA and eMudhra CA.
2. The RA Associate shall promote the best interests of eMudhra CA at all times.
3. RA undertakes not to hire, solicit or offer employment to any personnel of the RA Associate during the subsistence of the Agreement and for one year after the termination of the Agreement without the RA Associate's prior written consent.

XIV LIMITATION OF LIABILITY

1. IN NO EVENT SHALL RA AND EMUDHRA CA BE LIABLE TO RA ASSOCIATE 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 FORESEEN.
2. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, THE AGGREGATE LIABILITY OF RA AND 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 PAID BY RAASSOCIATE TO RA AND EMUDHRA CA AS THE CASE MAY BE 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 the parties under this Agreement may be assigned or transferred without the prior written consent of the other parties. 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. The duly executed original of this Tripartite Agreement shall be with eMudhra for safe custody. The parties can have copy of the same for their records.

XVII AMENDMENT OR WAIVER

1. No provision in this Agreement may be amended unless such amendment is agreed to in writing and signed by the Parties.
2. No waiver by the parties 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 GOVERNING LAW

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 there under, without reference to conflict of laws principles.

XX NOTICES

RA _____
SAKSHI JAIN

eMudhra CA _____

RAA _____
Signature

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 the parties for service of notices.

eMudhra CA:

Vice President and Head Internal Audit and Compliance
eMudhra Consumer Services Limited,
56, 111rd Floor, Sai Arcade,
Outer Ring Road, Devarabisanahalli,
Bangalore – 560 103

RA of eMudhra CA:

M/S Sakshi jain
D-63, 1st Floor Gali No.- 2 laxmi nagar City delhi .Pin code 110092

RA Associate of eMudhra CA:

M/s _____

XXI FORCE MAJEURE

1. No Parties 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 strike or bandh, 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 non liability, 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 other parties, for a period of time equal to the time lost due to any delay so caused.
3. Parties 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 parties 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.

XXII 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 RA

SIGNED for and on behalf of RA Associate

Signing Authority

Signing Authority

Name: SANKET AGGARWAL

Name:

Designation: AUTHORISED SINGNATRY

Designation:

SIGNED for and on behalf of eMudhra CA

Signing Authority
Name:
Designation:

Witness:

Witness:

Signature

Signature

Name.....

Name.....

Address

Address

RA _____
SAKSHI JAIN

eMudhra CA _____

RAA _____
Signature

ANNEXURE -1

Terms and Conditions

1. RA ASSOCIATE Login:

- 1.1. Shall be through DSC login only, issued by eMudhra, for which RAA has to make a payment of Rs _____/- per RA DSC. Every login will require an RAA 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 100 nos. per login Id.
- 1.3. **RA associates:** will be issued login Id based on the recommendation and authorization by RA under whom RA associate would be working. RA Associate shall be responsible for all the activities related to compliance requirements of the Certifying Authority.

2. **RA Associate warranties:** The RA Associate hereby undertakes that it shall not appoint any other person or entity without prior written consent of eMudhra CA. The RA Associate 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.

3. **Security Deposit:** The RA Associate shall make a onetime interest free refundable security deposit of Rs. _____/-

4. Transfer price to RA Associate:

- 4.1. DSC price: The transfer price of RA to RA Associate shall be as mutually agreed between the RA and RA Associate.
- 4.2. Slab Qty: The applicable price per DSC for RA Associate shall be as applicable for the lot quantity ordered by you.
- 4.3. Taxes & Duties: The transfer price fixed between the Parties for any particular class of eMudhra DSC shall be exclusive of statutory levies and taxes.

5. **Purchase Order:** RA Associate shall place order for DSC and e-token along with advance payment as detailed below:

5.1. **Purchase order for DSC:** PO shall be placed on eMudhra CA/ RA as the case may be as communicated from time to time.

5.1.1. **Advance Payment:** shall be made along with PO either by ONLINE transfer / Through DD/Cheque subject to realization. Payment shall be made in favour of the eMudhra CA or the RA as the case may be.

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

5.2. **Purchase order for USB Crypto E-TOKEN:** PO shall be placed on eMudhra CA/ RA.

5.2.1. Basic Price per Token :

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

Transfer price to RAA for issuance of USB e-TOKEN -: Rs _____ plus taxes*

1. Recommended retail MRP: Rs _____ plus tax
 2. Taxes will be levied at actual as applicable at the time of dispatch
 3. Any local taxes / octroi / special taxes if any shall be borne by RA
 4. 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 liveable on sale of e-token.

5.2.2. Token Specification:

Only USB e-Token which are FIPS Certified are provided by the eMudhra.

5.2.3. **Advance Payment:** shall be made along with PO either by NEFT TRANSFER (ONLINE) transfer / through DD/Cheque subject to realization. Payment shall be made in favour of eMudhra CA or the RA as the case may be.

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

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

6. **DSC:** eMudhra will allocate counters totalling to PO qty for which payment has been made and realized by the eMudhra CA or RA.

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

8. **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.

9. **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.

10. **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.

11. **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.

12. **Authentication code for download of DSC:** Codes will be sent to Customers only.

13. Wrong data entry:

- 13.1. **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.

RA _____
SAKSHI JAIN

eMudhra CA _____

RAA _____
Signature

- 13.2. Certificate already down loaded:** RA Associate has to re-process the application and issue new certificate to customer at RA Associates cost.
- 14. 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.
- 15. Dispatch of original application form shall be done as below:**
- 15.1.** All applications processed during the week shall be dispatched on the last day of the week i.e., Saturday through courier to RA.
 - 15.2.** Any loss of applications either at RA Associates end or in transit or missing applications in the cover sent by RA Associate shall be made good by RA Associate within one week of reporting by RA.
- 16. Audit:** The RA Associate 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.
- 17. Revision in prices:** RA reserves the right to revise transfer price for RA Associate as well as its MRP without any prior notice.
- 18. Processing of Application forms:** All applications received by the RA Associate within 6.00 PM 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 AM of the following working day. 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.
- 19. Conversion:** RA Associate 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.
- 20.** Any tax liability that may arise out of the sales &/or services rendered by eMudhra RA or RA associates shall be borne by RA/RA Associate accordingly.

For RA

Name: SANKET AGGARWAL

Designation: AUTHORISED SINGNATRY

For RA Associate

Name: _____

Designation: _____

For eMudhra CA

Name: _____

Designation: _____

RA _____
SAKSHI JAIN

eMudhra CA _____

RAA _____
Signature