



**ProDigiSign Direct Partner (REGISTRATION
AUTHORITIES)
PARTNER AGREEMENT**

This Direct Sales Partner Agreement (the "Agreement") entered between

Professional Digisign Private Limited, a company incorporated under the provisions of the Companies Act, 1956 in force in India, having its Registered and its Corporate Office at 238, 2nd Flr Patil Plaza, Mitramandal Chowk Swargate Pune, Maharashtra 411009 (hereinafter referred to as "**ProDigiSign**", 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 "ProDigiSign Direct Partners or PDP or REGISTRATION AUTHORITIES or RA" of the SECONDPART:

For the sake of brevity, the term **ProDigiSign Direct Partners** used in the Agreement, shall be construed as Registration Authorities or RA as defined under Identity Verification Guidelines issued by Controller of Certifying Authorities.

ProDigiSign and the RA shall hereinafter jointly be referred to as "Parties" and individually as a "Party".

WHEREAS: -

ProDigiSign 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 ProDigiSign to operate as a Certifying Authority.

The PDP has made representations to ProDigiSign 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 ProDigiSign (the Purpose).

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

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

1) APPOINTMENT AND DURATION

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

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

2) Incentive AND TERMS OF PAYMENT

In consideration for undertaking the responsibilities and effectively performing the obligations/functions mentioned herein the PDP shall be entitled for Incentive as mutually decided and agreed between the parties from time to time. The Incentive will be paid to the PDP by ProDigiSign within year.

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

For operational convenience, the PDP can deposit any amount, as PDP may deem fit into ProDigiSign's portal. Any balance left in the portal account can be claimed back by the PDP from ProDigiSign at anytime. 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, PDP hereby agree to exchange and share with ProDigiSign 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 ProDigiSign and/or its client and/or their respective associated companies, investors of the ProDigiSign, emanating, directly or indirectly, orally or in writing from ProDigiSign and/or its client and/or their respective associated companies and/or the investors of the ProDigiSign 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 ProDigiSign.

The PDP shall maintain strict confidentiality of all the Confidential Information disclosed to it whether before or after the effective date of this Agreement. The PDP 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 PDP 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 PDP 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 PDP without the prior written consent of ProDigiSign, except as required by a valid order of any competent court or any other regulatory authority provided that PDP shall notify ProDigiSign immediately and shall cooperate in seeking a reasonable protective order. PDP should not use the Confidential Information except for the purposes as specified hereunder.

PDP 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 PDP under this Agreement.

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

PDP shall ensure that the Confidential Information is not used or permitted to be used in any manner incompatible or inconsistent with that authorised by ProDigiSign. The confidential information will be safeguarded and PDP 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 ProDigiSign to claim damages apart from taking action under the appropriate law.

PDP shall upon discovery of any disclosure or suspected disclosure of Confidential Information, promptly inform ProDigiSign of such disclosure in writing and immediately return to ProDigiSign 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 ProDigiSign /its Clients/Investors and its disclosure shall not confer on PDP any rights, licenses (including any intellectual property rights) over the information of ProDigiSign /its Clients/Investors whatsoever beyond those contained in this Agreement.

It shall be PDP'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 ProDigiSign under this Agreement shall be exclusive property of ProDigiSign. Enabling any business transaction by using these Intellectual Property Rights by PDP shall not entitle any rights to the PDP and permissions to use these Intellectual Property of ProDigiSign shall not to be construed as assignment or transfer of these rights to PDP.

The PDP 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 PDP and inform all their employees, contractors, consultants and other relevant third parties of the proprietary and confidential nature thereof.

5) PDP'S WARRANTIES

The PDP 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 ProDigiSign.
- d. It shall ensure that all the information, data, documents and records sought by ProDigiSign shall be provided within the time limit specified by ProDigiSign.
- e. It shall not make any representations, warranties, guarantees or enter into any agreements or contracts binding on ProDigiSign, or incur any liability on behalf of ProDigiSign, without prior and express written consent of ProDigiSign.
- f. The PDP undertakes that, if required, it will hold documents and other assets of ProDigiSign in its safe custody on behalf of ProDigiSign and shall handover the same as per the instruction of ProDigiSign.
- g. The PDP hereby agrees to indemnify and hold harmless ProDigiSign 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 PDP for the purpose of this agreement.
- h. The PDP shall not directly or indirectly do anything detrimental to the promotion of the products & services of ProDigiSign in which the ProDigiSign is dealing with or deal with from time to time.
- i. The PDP shall abide by all the verification guidelines issued by Controller of Certifying authorities, ProDigiSign or under any legislation pertaining to activities undertaken by the PDP under this Agreement.
- j. The PDP shall also undertake that it shall abide by ProDigiSign CA CPS, manuals and other documents and its amendments.
- k. The PDP shall verify that the DSC applicant all the valid documents for procuring the DSC and competent to purchase the DSC as per the provisions of ProDigiSign CA CPS and under the relevant statute.
- l. The PDP agrees to provide adequate training to the personnel employed by them and hereby undertakes that the PDP shall be solely responsible for the all the acts, omission and Incentive of such personnel.
- m. The PDP shall not make any representations, warranties, guarantees or enter into any agreements or contracts binding on ProDigiSign, or incur any liability on behalf of ProDigiSign.

6) COMPLIANCE WITH LAWS

In performing its obligations under this Agreement, PDP 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 shall also abide by the specific provisions applicable to Registration Authorities given in the Identity Verification Guidelines as given in Annexure II to this Agreement or its amendment from time to time, and to indemnify and hold ProDigiSign harmless from any failure to do so. PDP also agrees and undertakes that it shall at all times advise and notify ProDigiSign and keep ProDigiSign informed from time to time about all requirements that ProDigiSign 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: ProDigiSign 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, ProDigiSign may terminate this Agreement with immediate effect, and without notice in the event that the PDP:

- 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 PDP shall:

- a. Complete all the pending activities and unfinished tasks initiated by the PDP 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 PDP shall revert to ProDigiSign, and the PDP shall immediately cease to use of and shall either return or under the supervision of ProDigiSign's personnel destroy copies of all materials and all Marks or Authorised Marks and further cease to represent itself as a PDP.

8) NON-COMPETE

PDP 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 ProDigiSign and/or the transactions contemplated hereunder, including the services, products and solutions offered by ProDigiSign, without the prior written consent of ProDigiSign. PDP acknowledges that the nature of transactions contemplated under this Agreement involves absolute confidentiality and agrees to engage with ProDigiSign only for the nature of transactions or arrangement entered under this agreement.

9) LIMITATION OF LIABILITY

In no event ProDigiSign shall be liable to PDP 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, ProDigiSign and/or its designated representatives, shall have the right to audit (by inspecting or copying) relevant books and records of the PDP, pertaining to this Agreement, in order to verify it with the terms of this Agreement. ProDigiSign and/or its designated representative shall conduct audits during the PDP's normal business hours and in such a manner as not to interfere unreasonably with PDP's normal business operations. The PDP shall co operate with ProDigiSign 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 PDP expressly acknowledges and agrees that the designation "Partner" as used in this Agreement, is intended to indicate and grant upon the PDP, the permission to mobilize and facilitate Digital Signature and other business for ProDigiSign 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 ProDigiSign.
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 ProDigiSign Portal accurately and providing applicant details and other information as sought by ProDigiSign from time to time.
4. Manage all day-to-day aspects of Customer account management including follow up for payments on behalf of ProDigiSign.
5. Any other tasks assigned by from ProDigiSign and mutually agreed between the parties.

ANNEXURE II

ProDigiSign Direct Partner or Registration Authority hereby acknowledges that it has understood the importance of below mentioned provisions given in the Identity Verification Guidelines of Controller of Certifying Authorities and hereby undertake to abide by the same or any amendment thereof –

1. RA shall protect the confidentiality of DSC applicant's information or data.
2. RA shall not download, store, make copies, captures, publishes, transmits or extracts any data or information pertain to DSC applicant.
3. RA shall restrict agreement related issues with CA or with law and enforcement agencies only.
4. Any impersonation or any assistance in this regard / misrepresentation or suppresses any material fact or any assistance in this regard/ dishonest /fraudulent actions of RA shall be liable for the termination of agreement with CA and legal action.
5. Any communication, for the purpose of causing annoyance, inconvenience, obstruction, enmity and ill will to CA, on the matter related to agreement between CA and RA, to the external agencies shall be liable for the termination of agreement with CA -
6. RA shall protect their computer hardware, software, and procedures that are secure from intrusion and misuse.
7. CA shall have right to Audit the RA to check the compliance of the agreement and reserve right to terminate agreement in case of any non-compliance.

Accepted & Signed by RA .