

**This RA Agreement (“Registration Authority” “Agreement”) is made and entered into on**

**Between**

**QCID Technologies private limited, a company incorporated under the companies act, 2013 (18 of 2013) (CIN: U74999KA2018PTC118209), and having its registered office at 23, VWP, Marthahalli Outer ring road, Bangalore – 560037 (“IDSign” or “CA”) of the ONE PART**

**And**

**M/s \_\_\_\_\_ a**

**company having its registered office at:**

**Address Line 1:**

**Address Line 2:**

**Address Line 3:**

**Landmark:**

City:

District:

State:

PIN Code

GST No.

Business License Certificate Name:

Business License Certificate No.:

Mobile No.

Email Id:

**(hereinafter referred to as “RA” which expression shall include its successors and permitted assigns where the context so admits) of the OTHER PART**

**WHEREAS**

(a) IDSign is a licensed Certifying Authority (CA) under the Indian Information Technology Act, 2000 and IT amendments 2008. IDSign has its setup at Hyderabad to provide Digital Signatures/Electronic Signatures Certificates (DSC) to various companies, organizations, institutions and public at large.

(b) The RA is an agent of IDSign, solely responsible for performing verification of genuineness of the person(s) or organizations requesting and/or applying to obtain DSC in accordance with

the prescribed norms in the Registration Authority (RA) manual, approves or rejects the application based on the results of the verification process. The RA also collects the requests for the revocations of DSC s and forwards such requests to IDSign. The RA is required to function according to the procedures laid down in the RA manual and current version of Certification Practice Statement of IDSign [hereinafter referred to as 'CPS'] or conveyed in the on-line registration module provided by IDSign from time to time.

The following definitions are to be used while reading this agreement. Unless otherwise specified, the word "CA" used throughout this document refers to IDSign. Words and expressions used herein and not defined but defined in the Information Technology Act, 2000 and subsequent amendments, hereafter referred to as the ACT shall have the meaning respectively assigned to them in the Act.

**The following terms bear the meanings assigned to them hereunder and such definitions are applicable to both the singular and plural forms of such terms:**

- a) **"Act"** means Information Technology IT Act, 2000.
- b) **"IT Act"** Information Technology IT Act, 2000, its amendments, Rules thereunder, Regulations and Guidelines Issued by CCA.
- c) **"ASP" or "Application Service Provider"** is an organization or an entity using Electronic Signature as part of their application to facilitate the user for requesting issuance and electronically sign the content through any empanelled ESP.
- d) **"Auditor"** means any accredited computer security professional or agency recognized and engaged by CCA for conducting audit of operation of CA;
- e) **"CA"** refers to IDSign CA, a Certifying Authority, licensed by Controller of Certifying Authorities (CCA), Govt. of India under provisions of IT Act, and includes CA Infrastructure issuing Digital Signature Certificates & also for providing Trust services such as TS, OSCP & CRL.
- f) **"CA Infrastructure"** The architecture, organization, techniques, practices, and procedures that collectively support the implementation and operation of the CA. It includes a set of policies, processes, server platforms, software and workstations, used for the purpose of administering Digital Signature Certificates and keys.
- g) **"CA Verification Officer"** means trusted person involved in identity and address verification of DSC applicant and according approval for issuance of DSC.
- h) **"Certification Practice Statement or CPS"** means a statement issued by a CA and approved by CCA to specify the practices that the CA employs in issuing Digital Signature Certificates.
- i) **"Certificate"**—A Digital Signature Certificate issued by CA.
- j) **"Certificate Issuance"**—The actions performed by a CA in creating a Digital Signature Certificate and notifying the Digital Signature Certificate applicant (anticipated to become a subscriber) listed in the Digital Signature Certificate of its contents.
- k) **"Certificate Policy"**—The India PKI Certificate Policy laid down by CCA and followed by CA addresses all aspects associated with the CA's generation, production, distribution, accounting, compromise recovery and administration of Digital Signature Certificates.
- l) **Certificate Revocation List (CRL)**—A periodically (or exigently) issued list, digitally signed by a Certifying Authority, of identified Digital Signature Certificates that have been suspended or revoked prior to their expiration dates.
- m) **"Controller" or "CCA"** means the Controller of Certifying Authorities appointed as per Section 17 subsection (1) of the Act.
- n) **Crypto Token/Smart Card**—A hardware cryptographic device used for generating and storing user's private key(s) and containing a public key certificate, and, optionally, a cache of other certificates, including all certificates in the user's certification chain.

- o) **"Digital Signature"** means authentication of any electronic record by a subscriber by means of an electronic method or procedure in accordance with the provisions of section 3 of IT Act;
- p) **"Digital Signature Certificate Applicant" or "DSC Applicant"** —A person that requests the issuance of a Digital Signature Certificate by a Certifying Authority.
- q) **"Digital Signature Certificate Application" or "DSC Application"** —A request from a Digital Signature Certificate applicant to a CA for the issuance of a Digital Signature Certificate
- r) **Digital Signature Certificate**—Means a Digital Signature Certificate issued under subsection (4) of section 35 of the Information Technology Act, 2000.
- s) **"ESP" or "eSign Service Provider"** is a Trusted Third Party as per definition in Second Schedule of Information Technology Act to provide eSign service. ESP is operated within CA Infrastructure & empanelled by CCA to provide Online Electronic Signature Service.
- t) **Organization**—An entity with which a user is affiliated. An organization may also be a user.
- u) **"Private Key"** means the key of a key pair used to create a digital signature;
- v) **"Public Key"** means the key of a key pair used to verify a digital signature and listed in the Digital Signature Certificate;
- w) **"Registration Authority" or "RA"** is an entity engaged by CA to collect DSC Application Forms (along with supporting documents) and to facilitate verification of applicant's credentials.
- x) **"Relying Party"** is a recipient who acts in reliance on a certificate and digital signature.
- y) **"Relying Party Agreement" Terms and conditions published by CA for the acceptance of certificate issued or facilitated the digital signature creation.**
- z) **"Subscriber Identity Verification method"** means the method used for the verification of the information (submitted by subscriber) that is required to be included in the Digital Signature Certificate issued to the subscriber in accordance with CPS. CA follows the Identity Verification Guidelines laid down by Controller.
- aa) **Subscriber**—A person in whose name the Digital Signature Certificate is issued by CA.
- bb) **Time Stamping Service:** A service provided by CA to its subscribers to indicate the correct date and time of an action, and identity of the person or device that sent or received the time stamp.
- cc) **Subscriber Agreement**—The agreement executed between a subscriber and CA for the provision of designated public certification services in accordance with this Certification Practice Statement
- dd) **Time Stamp**—A notation that indicates (at least) the correct date and time of an action, and identity of the person or device that sent or received the time stamp.
- ee) **"Trusted Person"** means any person who has: -
  - i. Direct responsibilities for the day-to-day operations, security and performance of those business activities that are regulated under the Act or Rules in respect of a CA, or
  - ii. Duties directly involving the issuance, renewal, suspension, revocation of Digital Signature Certificates (including the identification of any person requesting a Digital Signature Certificate from a licensed Certifying Authority), creation of private keys or administration of CA's computing facilities.

**The Parties to this Agreement are individually referred to as the "Party" and collectively as "Parties".**

## **1. Registration Authority (RA) Obligations**

### **1.1 The roles and responsibilities of the RA will be as follows:**

(a) The RA will be responsible to comply with all registration procedures and safeguards as may be determined from time to time by IDSign and set out in the CPS provided to RA separately, the receipt whereof is hereby acknowledged, and/or as may be subsequently amended by IDSign or conveyed through Online Registration Module.

(b) The RA shall be responsible to facilitate the submission of details to CAs for eKYC account creation / DSC issuance process of DSC Applicant.

(c) RA specifically undertakes and confirms that solely on relying upon its performance on verification of the stipulated documents required with the DSC application form, to evaluate the subscriber application as per the identification process laid down for the relevant class of certificate in the latest version of the CPS, IDSign will issue DSC.

(d) The RA shall thoroughly evaluate, verify and on its complete satisfaction of genuineness of the person(s) applying for DSC shall approve and accept or reject the application for DSC requests in accordance with the procedures enumerated in the CPS;

(e) The RA shall act as single point of contact with the applicants for the above;

(f) In the event of the rejection of the application for issue of DSC the RA shall communicate the detailed reason for rejection of the application to the applicant and to IDSign.

(g) The RA shall not save any subscriber information or data, or copies of the certificate application form/subscriber application shall be retained by the RA. If RA commits defaults in forwarding in any or all DSC applications together with relevant supporting documents, it shall be liable to such penalties as may be imposed at a sole discretion of IDSign any other dues payable to RA till all forms are received by IDSign. The imposition of such penalty shall be final and binding on RA.

(h) The RA shall promptly forward to IDSign all certified revocation request received from the subscriber as mentioned in the CPS.

(i) The RA shall act in accordance with the CPS as amended time to time and follow the RA Agreement.

(j) The RA shall follow the Partner application system as provided by IDSign to input data from the application form duly authorized by the Applicants.

(k) IDSign shall provide necessary training to RA to perform its training.

(l) The RA agrees not to save the AADHAAR number or biometric information of the subscriber either directly or indirectly through any technological means. If at any time it is discovered that the RA has violated this condition, any financial liability due to penalties imposed by UIDAI on IDSign will be made good by the RA and reimbursed and paid to IDSign. The RA shall be solely responsible for any other penal actions due to any omission or commission of UIDAI or any other laws.

## **1.2 The RA specifically agrees, undertakes, and warranties as follows:**

(a) The RA is qualified as a Registration Authority to perform Identification and Verification of applicants in accordance with CCA, GOI guidelines issued from time to time.

(b) The RA undertakes to understand and comply with all the registration procedures as laid down in the amended and latest version of the CPS which shall be downloaded from website [www.idsignca.com](http://www.idsignca.com) whenever a new version of the CPS is adopted.

(c) The RA shall, during the term of this Agreement, assign personnel who possess the requisite knowledge, degrees of skill, qualification and experience required to fulfill the tasks assigned to them, to provide the Services that RA is expected to provide as per this agreement.

(d) The RA shall not create any Sub-RA without prior written consent of IDSign.

(e) If RA shall be permitted to create any "Sub-RA", the same shall be made effective only after entering into an agreement for making such Sub-RA accountable/liable to IDSign on the same terms and conditions as are applicable to RA under this agreement and a certified copy thereof is received by IDSign.

(f) If RA is permitted to create a Sub-RA, RA shall be solely responsible/liable to IDSign for any and all acts/omissions of Sub-RA without any monetary limit.

(g) Creation of Sub-RA shall be permitted by IDSign only on its entire satisfaction as to be generously stipulated by IDSign and thereafter only a sub-login shall be authorized to be created.

(h) The permitted sub-RA shall specifically undertake and confirm the strict compliance of all the obligations of the RA as set out in IDSIGN CPS and/or as determined by the Controller Of Certifying Authorities, GOI issued from time to time.

(i) Any breach/default herein, authorize IDSign to terminate/disable the login provided to RA/or Sub-Login provided to Sub-RA forthwith without any right of compensation to either RA or Sub-RA.

(j) RA shall be solely liable for consequential losses, damage and penalties etc. suffered/incurred by IDSign arising on account of any breach in compliance of the obligation undertaken herein including non-submission of the DSC application forms together with relevant supporting documents, within stipulated time limit, collected either by it or by permitted Sub-RA

(k) RA shall be assigned a region in which he will issue DSCs but there is no exclusivity for that region for the RA. The RA is also permitted to issue DSCs outside his assigned region. Sub RAs of RA shall be appointed and shall be operating within the region assigned to RA.

## **2. Authentication of Individual Identity**

The process of identification of an applicant will differ on case-to-case basis based on the class of certificate that the applicant is applying and may include verification of emails, postal address, and verification of stipulated documents for genuineness of the applicant. An application for a DSC must be (i) personally by an individual or, identification procedures for individual applicants/Organizational applicants and Government Organizations or Agency applicants must be strictly complied with as given in IDSign CPS the default whereof shall be viewed seriously by IDSign and this agreement may be terminated forthwith without any claim towards compensation by RA.

## **3. Fees, Deposits and Payment terms**

In case of direct invoicing by IDSign on subscriber or an organization specified as billing party by subscriber, the RA shall pay to IDSign the fees collected by it from subscribers or their billing

organizations. All fees paid by the RA shall be inclusive of all taxes and IDSign shall not be liable for any and all taxes.

RA shall be solely responsible for collection of Fees for forms processed by it or its sub RA's and digital signatures certificates shall be issued only on collection of such fees and payment thereof to IDSign. However, to facilitate the quick issuance of signature, the RA may pay to IDSign a non-refundable amount agreed between both the parties from time to time. This amount shall be paid initially (before processing of application) on a lumpsum basis and shall be adjusted by IDSign against the collection made and retained by RA from subscriber / subscriber's billed organization towards DSC application forms processed by it.

In case of invoicing by IDSign on RA, RA shall pay IDSign the applicable fees corresponding to RA's selected volume of Certificates and services in advance. The fees paid are nonrefundable. IDSign at its discretion may also ask for a deposit from the RA.

For using the facilities of the IDSign, IDSign may also charge RAs certain facilitation charges at a rate agreed between both from time to time.

All payments under this Agreement will be made in Indian Rupees only.

#### **4. Term**

4.1 The agreement shall commence on the date of signing the RA Agreement ('Commencement of service date') and shall thereafter remain in force for a period of 02 (TWO) years unless earlier terminated in accordance with the agreement.

4.2 IDSign agrees to notify the RA whether it desired to renew this agreement for a further period of ONE Year not less than 1 month prior to the expiration of the Term.

#### **5. Intellectual Property Rights**

5.1 IDSign shall own all intellectual property rights in all software and other materials produced exclusively for IDSign pursuant to this Agreement. RA acknowledges that IDSign, its vendors, and/or its licensors retain all Intellectual Property Rights in and to the patents, copyrights, trademarks, service marks, trade secrets, ideas, concepts, techniques, inventions, processes, or works of authorship comprising or embodied in the products or services provided by IDSign hereunder, including without limitation the designated hardware and software supporting such services and the IDSign application or web site interface designated for RA's use (collectively, the "IDSign Service Components").

5.2 The RA acknowledges that intellectual property comprises valuable information of the IDSign, and that breach by the RA of the terms hereof would result in substantial harm and irreparable losses and / or injury to IDSign. Therefore, RA agrees and hereby consents to IDSign for obtaining an ex-parte injunction against it in the event of actual or threatened breach of its obligations hereunder and acknowledges and agrees to allow such relief which will be in addition to such other and further relief as may be available to IDSign in law or in equity.

5.3 RA shall not remove or destroy or cause to destroy any trademark, copyright, patent or any other intellectual property notices on any IDSign materials, documentation or Service

Components. Neither party shall acquire any rights of any kind in the other party's trademarks, service marks, trade names, or product names.

## **6. RA Warranties**

### **The RA warrants that:**

- (a) It has obtained all necessary authority, permissions and consents required by it to enter into this agreement and to provide this service.
- (b) RA shall protect the confidentiality of DSC applicant's information or data.
- (c) RA shall not download, store, make copies, captures, publishes, transmits or extracts any data or information pertain to DSC applicant.
- (d) RA shall restrict agreement related issues with CA or with law and enforcement agencies only.
- (e) 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.
- (f) 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.
- (g) RA shall protect their computer hardware, software, and procedures that are secure from intrusion and misuse.
- (h) 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.
- (i) CA may register a complaint against RA with law and enforcement agencies for assistance in misrepresentation or suppresses any material fact or any violation of terms and guidelines of CCA or IDSIGN
  
- (j) It shall, during the term of this Agreement, assign personnel to provide the services who possess the requisite knowledge, degrees of skills, qualification and experience required to fulfill the tasks assigned to them. The RA shall also ensure that the personnel employed are physically fit to carry out the work under this agreement and are not suffering from any chronic or contagious disease.
  
- (k) It shall ensure full and proper compliance of all applicable laws, rules, regulations, and other statutory requirements, in carrying out its duties and obligations hereunder. IDSign shall not in any way be responsible to bear any such liabilities/expenses for the personnel engaged by the RA and RA hereby indemnifies and undertakes to indemnify IDSign, its directors and employees from and against any such expenses, actions, claims and liabilities. If RA commits a breach of the provisions of this clause IDSign shall have the right to terminate this Agreement forthwith by giving notice to that effect to RA. RA shall produce to IDSign appropriate evidence as requested by IDSign in respect of such compliance.
- (l) It shall comply with IDSign IT Security, general discipline and health and safety policies as notified to it from time to time.
  
- (m) The RA shall hereby agree that no illegally acquired or unauthorized or pirated software shall be used on any of its computers, computer network or data communication equipment used for IDSIGN RA portal access. If RA and/or Sub-RA permitted by IDSign commits a breach of the provision of the clause and IDSign shall have the right to terminate the agreement forthwith by giving notice to that effect to RA.

(n) It will not incur any liability on behalf of IDSign or in any way pledged or purport to pledge IDSigns' credit or accept or any other or make any contract binding upon IDSign, neither will it make any promises, representations, warranties or guarantees on behalf of IDSign without prior written consent.

(o) It will ensure continuous service availability.

## **7. IDSign Warranties**

(a) IDSign warrants that, it has obtained all permissions and consents required by it to enter into this agreement and to provide the DSC and related Services.

(b) IDSign also warrants that all data, software or other information provided by it will not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

## **8. Termination**

8.1 IDSign reserves the right to terminate forthwith without any notice and any claim by RA compensation or any other charges by whatever Name called if RA or any permitted Sub-RA has committed a default in performance of any or all of its obligations in verification of genuineness of the persons applying for the DSC as also genuineness of the stipulated documents required to be submitted with DSC application form, certificate revocation requests etc., default in complying with the stipulated procedure as set out in CPS for the identification requirements for various classes of certificates. On such termination by IDSign the login and/or Sub-login provided to RA and/or sub-RA respectively shall be deactivated and RA/Sub-RA as the case may be, shall have no rights as to any compensation whatsoever arising there from.

8.2 IDSign shall also have a right to terminate this agreement if it has responsible cause to believe that the RA/Sub-RA is not discharging its obligation covered under this agreement. The RA manual and the CPS which are not considered to be of material nature. In such cases, IDSign shall terminate the agreement with the RA by giving a written prior notice of one week.

8.3 Upon a prior written notice of 1-month period, either party may terminate this agreement, without charge to the terminating party, or convenience. However, the Party seeking termination may perform its obligations to the other party in termination to the satisfaction of other party. IDSign shall be entitled to claim/demand for RA/permitted Sub-RA, all such losses, damage, liability etc. suffered on account of termination of its agreement due to default by RA and/or Sub-RA.

## **9. Limitation of Liability and Indemnity**

9.1 The RA undertakes full liability to ensure correct and adequate verification of an Applicant before recommending the application to IDSign for issuance of DSC. In the event that RA or any permitted sub-RA breaches/fails to fulfill any/all of its obligations relating to the correct identification and authentication of applicants for DSC, the RA shall take full responsibility for all liability arising out of either its or any of permitted sub-RA's such action(s)/omission(s). The RA shall be solely liable to pay entire losses/damages to all the parties (including without limitation to a Subscriber, an Applicant or Relying Party) irrespective of any applicable liability caps for such certificates as set out in Table 2.1 of the CPS or as determined by the Controller of Certifying Authorities and/or determined by IDSign.



9.2 RA agrees to defend, indemnify, and save harmless IDSign and its officers and directors, employees, agents, servants and representatives from any and against all losses, damages, claims, costs liabilities, or expenses incurred, whether based in claims of tort or contract (including court costs and attorney fees) incurred or sustained by IDSign due to the RA's and/or sub-RA's negligence, fraud, gross misrepresentation, or breach of confidentiality and/or arising out of or in connection with or any actual or alleged violation or infringement of any proprietary right of any third party, including any copyright, patent, trade name, trademark, or trade secret. RA shall ensure full and proper compliance of all applicable laws, rules, regulations, and other statutory requirements, in carrying out its duties and obligations hereunder. IDSign shall not, in any way be responsible to bear any such liability/expenses for the personnel engaged by RA and RA hereby indemnifies and undertakes to keep indemnified IDSign, its directors and employees.

9.3 On default by RA in its performance of the obligations (Section 1 of RA Obligations), RA shall be solely liable for any claim / liability arising there from and undertakes to keep indemnified IDSign from any such liabilities.

9.4 The liability arising under contract (including without limitation breach of warranty) and any other legal or equitable form of claim. If RA initiates any claim, action, suit, arbitration or other proceeding relating to services provided under this agreement, to the extent permitted by applicable law, IDSign's total liability for damages sustained by RA or any third party for any use or reliance on a specific certificate shall be limited to the amount invoiced by IDSign on such RA or Subscriber or subscriber's organization and paid or payable to IDSign by RA or subscriber or subscriber's organization for issuance of the instance certificate in fault. IDSign shall not be liable to any third party for any consequential, indirect, special, incidental or exemplary damages, whether foreseeable or unforeseeable (including, but not limited to damages for loss of data, goodwill, profits, investments, use of money or use of facilities, interruption in use or availability of data, stoppage of other work or impairment of other assets, even if such party has been advised of the possibility of such damages), arising out of this agreement, IDSign's services, breach of contract or any express or implied warranty, misrepresentation, negligence etc. The total liability of the IDSign for any claims under this Agreement is limited to INR 10,000 (Rupees Ten Thousand only).

## **10. Confidentiality**

### **10.1 The RA and permitted sub-RA shall:**

(a) keep confidential all Confidential Information; "Confidential Information" means any confidential or other proprietary information, including without limitation business, financial and technical information, disclosed by one party to the other under this Agreement, provided such information is identified as confidential at the time of disclosure and if disclosed in tangible form, is marked "confidential" or "proprietary" or, if disclosed orally, is confirmed as being confidential in writing within a reasonable period of time (not to exceed thirty (30) days) after its initial disclosure.

(b) Protection of Confidential Information. Each party will treat the Confidential Information of the other party as confidential, as and with no less care than the party uses to prevent the disclosure of its own Confidential Information of like importance, but in no event less than reasonably diligent care. To the extent permitted by applicable law, the receiving party shall (i) not disclose the Confidential Information to any third party, (ii) not use the Confidential Information in any fashion except for purposes of performing this Agreement, (iii) exercise reasonable care to prevent disclosure, and (iv) notify the disclosing party of any unauthorized disclosure or use of the Confidential Information of which the receiving party is aware. Upon termination of this Agreement for any reason, each party shall immediately deliver to the other

party all copies of the Confidential Information received from the other party. Each party acknowledges that breach of this Section 10.1 (b) may cause irreparable harm to the disclosing party entitling the disclosing party to seek injunctive relief, among other remedies.

(c) **Privacy:** RA agrees that IDSign may place in RA's Certificate certain information that RA provides for inclusion in its Certificate. In the case of individual Certificates, this information may include e-mail address and the name that RA gives IDSign to include in the Certificate and such other details as are reasonably required to be included. RA also agrees that IDSign may publish any Certificate issued under this Agreement and information about its status in IDSign's repository of Certificate information and make this information available to other repositories. RA further acknowledges and agrees that IDSign may transmit the information the RA supplies to others including to the Controller of Certifying Authorities (CCA), Government of India, for processing or otherwise in connection with the issue of the Certificate.

## **10.2 This sub-clause 10.1 does not apply Confidential Information which:**

(a) is in or comes into the public domain other than by breach of its Agreement or of any obligation of confidence owed by the receiving Party or a Recipient to the disclosing party;

(b) the receiving party can show it knew prior to disclosure by the disclosing party;

(c) Was subsequently disclosed to the receiving party lawfully by a third party who did not obtain the same (whether directly or indirectly) from the disclosing party; or was subsequently independently developed by the receiving party without the use of Confidential Information of the disclosing Party.

(d) the terms of this Clause shall survive the termination of this Agreement and shall continue in full force and effect for a period of expiry of all the certificates registered by RA/sub-RA before such termination.

## **10.3 RA / SUB-RA Audit**

(a) The RA shall keep detailed accounts and records of all activities carried out, in the performance of its obligations under this Agreement. Upon twenty-four (24) hours' notice to the RA and during normal business hours, IDSign shall have the right to audit and verify that the RA's records. IDSign may conduct audit and verification reviews itself or with the assistance of a third-party organization (provided that the third-party organization executes a confidentiality agreement that contains protections of confidential information comparable to this Agreement), at the IDSign's expense. All audits shall be performed in a manner intended to minimize disruption to RA's business.

(b) The RA shall assist IDSign's auditors (including internal audit staff), regulators, consultants, and other representatives as is reasonably required. The RA shall cooperate fully with IDSign or its representatives or designates or assignees in connection with audit functions and regarding examinations by regulatory authorities and shall, on a timely basis, furnish each with information requested.

(c) In no event shall IDSign be obligated to pay to the RA any costs or expenses incurred by the RA in assisting the completion of the audits contemplated under this provision.

## **11. Waiver**

No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and such right, power or remedy shall be cumulative. IDSign's accepting and processing a purchase order containing terms and conditions that are not contained in this Agreement or that are inconsistent with this Agreement will not be deemed as IDSign's acceptance of those terms or conditions. All purchase orders issued in connection with this Agreement will be governed exclusively by the terms and conditions of this Agreement. No waiver of any right under this Agreement shall be effective unless it is in writing signed by the waiving party.

## **12. Assignment**

Same as expressly provided in this Agreement, neither party shall assign or otherwise transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

## **13. Notices**

13.1 No announcement or public statement concerning the existence, subject matter or any term of this Agreement shall be made by or on behalf of RA and /or permitted sub-RA without any prior written approval of IDSign.

13.2 All notices required by, or relating to this Agreement, shall be sent to the parties at their registered office address. The Addresses of the parties may be revised from time to time, in which event the party shall so notify the other, in writing.

## **14. Severability**

Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.

## **15. Interpretation**

In this Agreement:

- (a) Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended, or re-enacted.
- (b) Any reference to a Party to this Agreement includes a reference to its successors in title and permitted assigns.
- (c) In the event of any conflict between this Agreement and the CPS, the decision of the IDSign in this regard shall be final and binding upon the RA.

## **16. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment of any provision of this Agreement shall be effective unless it is in writing signed by each party's authorized representative. No modifications to this Agreement shall be accepted unless IDSign has first agreed to the modification and counter-signed the Agreement.

## **17. Governing Laws**

This Agreement shall be governed by and construed in accordance with the laws of India; with special and specific reference to the Indian Information Technology Act, 2000 (Amendment 2008), and Rules, Regulations made there under.

## **18. Jurisdiction**

Both the parties agree to the exclusive jurisdiction of Bengaluru Courts.

## **19. Dispute Resolution**

19.1 In the event of any disagreement or dispute between the parties arising out of any matter except clause no. 5 and 8 to 10 relating to or arising out of this Agreement, the parties shall in the first instance seek to resolve the matter by discussions.

19.2 If the disagreement or dispute is not resolved pursuant to either sub-clause the same shall be finally settled by arbitration under the aegis of Indian Council of Arbitration (ICA) and in accordance with the Rules of Arbitration of ICA by one or more arbitrators appointed in accordance with the said Rules and the award made in pursuance thereof shall be final and binding on both the parties.

19.3 The Arbitration proceedings shall be conducted in English and the venue of all proceedings shall be Bengaluru, Karnataka in India. The governing substantive law shall be Indian Laws. The parties specifically agree to "Fast Track Arbitration", in accordance with Rule 44 of the Rules of Arbitration of ICA.

## **20. Independent Contractors**

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party. Each party shall bear its own costs and expenses in performing this Agreement.

## **21. Effectiveness and Authorization**

This Agreement shall not be effective until the RA executes this Agreement and IDSign approves RA's Registration Authority application. RA and IDSign represent and warrants that the representative executing this Agreement on their behalf have been duly authorized by them to do so. The representatives of both parties should have obtained all the necessary permissions, consents and approvals required under the relevant laws to enter into this Agreement, and that the authorized persons entering into the Agreement on its behalf are under no legal impediment.

## **22. Survival**

The provisions of this agreement shall survive the termination or expiration of this Agreement.

### 23. Force Majeure

Notwithstanding anything else contained in this Agreement, neither Party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by any factor omission of the other party) provided however that any delay by RA shall not relieve from liability for delay except where such delay is beyond the reasonable control of the RA concerned. Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such Party's obligations shall be suspended during the period that the said circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay. Same where such delay is caused by the act or omission of the RA and/or permitted sub RA in which event the rights, remedies and liabilities of the IDSign shall be those conferred and imposed by the other terms of the Agreement and by law.

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.

**For M/s**

**For QCID TECHNOLOGIES PRIVATE LIMITED**

Signature \_\_\_\_\_

Name:

Title:

Date:

Signature \_\_\_\_\_

Name: **Naveen Chava**

Title: CEO

Date: