

## Estamp Certificate No. :

### Registration Authority Agreement

\_\_\_\_\_, a Company  
incorporated under the provisions of the Companies Act, 1956/2013  
(CIN \_\_\_\_\_) having its Registered and Corporate  
office at \_\_\_\_\_,

\_\_\_\_\_ with PAN card No. \_\_\_\_\_ represented by its Authorized Signatory  
Mr \_\_\_\_\_ having PAN card No. \_\_\_\_\_  
residing at \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as the Registration Authority or “RA” (which expression shall, unless  
it be repugnant to context or meaning thereof, be deemed to mean and include its successors  
in interest and).

**WHEREAS** Verasys Technologies Private Limited, hereinafter referred to as Verasys or  
VSIGN CA is a company incorporated under the Companies Act, 2013 (CIN:  
U72900MH2016PTC285121) and having its registered office at Office No. 21, 2nd Floor,  
Bhavna Building, Opp. Siddhivinayak Mandir, V.S.Marg, Prabhadevi, Mumbai -400025 is  
the owner of the brand “VSign” and is duly licensed by the Controller Of Certifying  
Authorities, Ministry of Electronics and Information Technology (MEITY), Government Of  
India and operating as a Certifying Authority (CA).

Verasys Technologies Private Limited has proposed following terms and conditions for a  
person to be considered to become its RA.

RA is desirous of engaging with Verasys for providing services to Verasys to assist Verasys  
in issuance of Digital Signature Certificate

The RA confirms that they have hereby applied to be Registration Authority ( RA ) of Verasys  
Technologies Private Limited and hereby agrees to the following **terms and conditions**

proposed by Verasys which shall be collectively referred to as RA Agreement.

## TERMS AND CONDITION

**1. IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO** as follows:

1.1 **Definitions.** For the purposes of this Agreement, the following Capitalized terms will have the following meanings.

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

“**Certification Authority**” or “**CA**” means Verasys, an entity Licensed by CCA to issue, manage and revoke Digital Signature Certificates.

“**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. A person who is authorized user of the Registration Authority Login or RA login provided by VSIGN CA for the purpose of registration of DSC Applications on behalf of individual and/or organization subscribers is considered by Verasys as a Registration Authority (RA) of Verasys and will be bound by the terms and conditions of the Verasys CPS & Verasys RA agreement.

“**Certificate**” means digital signature certificate issued to a subscriber by the CA.

“**Certificate Applicant**” means an individual / Organization that requests the issuance of a Certificate by a CA.

“**Certificate Application**” means a request from a Certificate Applicant to CA for the issuance of a Certificate.

“**Erroneous Issuance**” means (a) issuance of a Certificate in a manner not in accordance with the CCA IVG Guidelines, Certificate Policy (CP), Verasys CPS and the Information Technology Act, 2000.

“**Fraudulent Issuance**” means an Erroneous Issuance made with fraudulent intentions.

“**Impersonation**” means requesting and being issued a Certificate based on false or falsified information relating to naming or identity.

“**Validity Period**” means the period starting with the date and time a Certificate is issued and ending with the date and time on which the Certificate expires

“**RA Certificate**” shall mean a Licensed Registration Authority Administrator Certificate used to login and access the RA account for the purpose of performing RA functions.

“**Sub-RA**” means an entity or individual appointed by the RA for assisting him in carrying out his duties as a RA, subject to confirmation from CA. All the obligations of the RA are

binding on the Sub-RA.

**“Subject”** The Distinguished Name mentioned in the Subject identifies the owner of the certificate – or the entity to whom the certificate has been issued. It is associated with the public key in the certificate.

**“Subscriber”** means, an applicant to whom a certificate has been issued by CA.

**“Subscriber Agreement”** is the agreement executed between a Subscriber and a CA relating to the provision of designated Certificate related Services and governing the Subscriber’s rights and obligations relating to the Certificate.

**“Identity Verification Guidelines (IVG)”** – Guidelines and process published by CCA relating to verification of Identity of the subscriber / applicant.

**“Trusted Person”** means any person responsible for managing infrastructural trustworthiness of the CA its products, its services, its facilities and/or its practices.

**“KYC Account”** means the subscribers KYC details maintained by the CA in electronic format for the purpose of issuance of Digital Signature or Esign.

“Party” or “Parties” -Verasys and RA shall be together referred to as parties and individually as party hereinafter.

## **2. APPOINTMENT OF REGISTRATION AUTHORITY**

2.1 Subject to the terms and conditions as set out in this Agreement and based on the covenants, representations and warranties provided by the RA under this Agreement, the CA hereby appoints the Registration authority (RA) to facilitate the registration of DSC Applications (along with supporting documents) and subscriber e-KYC Account to facilitate verification of subscriber credentials as per Identity Verification Guidelines (IVG) published by CCA and as provided by the CA.

The RA is desirous of engaging with Verasys for providing services related to issuance of Digital Signature Certificates to individual and/or organization subscribers as per the process, procedures and guidelines provided by CCA, Government Of India and expressly agrees that he has read and understood and agrees to the terms and conditions mentioned in Verasys CPS and Verasys RA agreement, a copy of which is available on Verasys CA website, [www.vsign.in](http://www.vsign.in).

The RA is aware that the KYC Verification of the DSC applicants is as per the procedure defined in the Identity Verification guidelines of the CCA, a copy of which is available on the CCA website <https://cca.gov.in>. The RA is fully aware that in case it is later discovered that the data provided at the time of registration of the DSC is incorrect, then he will be legally liable for it and it would be his immediate responsibility to inform VSIGN CA and get such DSC revoked. The RA will continue to be completely responsible and liable for such ‘Erroneous’ or ‘Fraudulent Issuance’ and consequences thereof & thereafter and Verasys may

take suitable legal action against such RA as per the Information Technology Act, 2000 and other sections of the IPC may also apply. The RA shall have to reimburse any costs or damages that Verasys may suffer due to such action or inaction of the RA or his representative.

The RA is aware that section 71 of the Information Technology Act, 2000 stipulates that any person making a misrepresentation or impersonation to obtain an electronic signature or digital signature certificate (DSC) is liable for penal action under Indian Law. Such person shall be punishable with imprisonment upto 2 years or fine of rupees one lakh or both and other sections of IPC may also apply.

The RA shall ensure full and proper compliance of all applicable laws, rules, regulations and other statutory requirements, in carrying out his duties and obligations as a RA.

2.2 Procedures to be adopted for DSC application registration

In addition to the provisions set out in Clause 3,

- (a) Upon being approached by a subscriber seeking registration for DSC, the RA shall electronically in paperless manner register his DSC application and KYC Account creation request with the CA as per procedure laid down in the Identity Verification Guidelines ( IVG ) of CCA.
- (b) The CA may approve or reject the application based on the results of the verification process in accordance with prescribed norms as per CCA guidelines. Based on the decision of the CA, the RA will intimate the subscriber the acceptance of the DSC application or rejection of the DSC application along with reasons for such rejection including recommendation to rectify the reasons for rejection.

**3. THE ROLES AND RESPONSIBILITIES OF THE RA WILL BE AS FOLLOWS:**

- 3.1 The RA expressly agrees that he has read and understood and agrees to the terms and conditions mentioned in Verasys CPS, a copy of which is available on Verasys CA website, [www.vsign.in](http://www.vsign.in). The CCA guidelines are published on CCA website <https://cca.gov.in>
- 3.2 The RA shall accept and forward the DSC application to CA in accordance with the procedures enumerated in the CPS and CCA IVG guidelines
- 3.3 The RA shall comply with all identification processes for Certificate Applicants as per CCA Identity Verification Guidelines (IVG) published on the CCA website. [www.cca.gov.in](http://www.cca.gov.in) for the type/class of certificate to be issued.

- 3.4 The RA shall forward all DSC applications with supporting documents to CA. No copies of the Certificate application form/Subscriber information shall be retained by the RA. If RA commits default in forwarding any or all DSC applications together with relevant supporting documents, it shall be liable to such liquidated damages as may be imposed at the sole discretion of CA without prejudice to other remedy available to it such as suspension of the RA's services.
- 3.5 The RA shall act in accordance with the provisions of the CPS as amended from time to time and follow the RA Agreement.
- 3.6 RA shall duly comply with and cause all persons acting on behalf of the RA including its employees, agents or Sub-RAs if any to comply with the requirements specified under the Information Technology Act, 2000 and all other applicable laws and also the rules, regulations and guidelines of CCA and UIDAI in specific and other applicable laws in general. The Agents/ Sub-RAs, if any will also be bound by all the terms and conditions mentioned in RA agreement applicable to the RA.
- 3.7 For the purpose of distribution of digital signatures, RA can appoint a Sub-RA to support him and assign application processing to the Sub-RA for processing of digital signatures. The RA at his discretion may prohibit the Sub-RA from processing certain classes of digital signature applications.
- 3.8 The RA shall be solely liable for the actions of the Sub-RAs appointed by him. The RA will ensure that the Sub-RA will comply with all the terms and conditions of the RA agreement and the Verasys CPS and any such other guidelines issued by the regulator (CCA) and/or policies laid down by CA from time to time.

#### **4. RA WARRANTIES AS FOLLOWS:**

- 4.1 It has 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.
- 4.2 It is qualified as a RA.
- 4.3 It shall, during the term of this Agreement, assign personnel who possess the requisite knowledge, degrees of skill, qualification and experience required to fulfil the tasks assigned to them, to provide the Services that RA is expected to provide as per this agreement.

- 4.4 It will not incur any liability on behalf of Verasys or in any way pledge or purport to pledge Verasys's credit or accept any other or make any contract binding upon Verasys. Neither will it make any promises, representations, warranties or guarantees on behalf of Verasys without prior written consent from Verasys. Any unused DSC Certificates or count/s or counters shall be consumed within validity of this agreement but not later than three (3) years from purchase of said DSC Certificates or count/s or counters.
- 4.5 The RA may recommend Verasys to appoint a person as its Sub RA. Such recommendation may or may not be accepted by Verasys at its sole discretion and without giving any reason. If RA is permitted to appoint any Sub-RA, the same shall be made effective only after entering into an agreement for making such Sub-RA accountable/liable to Verasys on the same terms and conditions as are applicable to RA under this Agreement.
- 4.6 If RA is permitted to create any Sub-RA, RA shall be solely responsible/ liable to Verasys for any and all acts/omissions of Sub-RA without any monetary limit. This responsibility/ liability shall continue irrespective of any agreement between Sub-RA and Verasys.
- 4.7 Any breach/default herein shall give right to Verasys to terminate/disable the login provided to RA and/or Sub-RA appointed by the said RA forthwith without any right of compensation or refunds to either RA or Sub-RA.
- 4.8 RA shall be solely liable for all consequential losses, damages and penalties etc. suffered / incurred by Verasys arising on account of any breach in compliance of the obligations undertaken as per this agreement.
- 4.9 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 for and may include verification of e-mail, postal address face-to-face, video recording authentication and verification of stipulated documents as mandated by CCA from time-to-time for genuineness of the Applicant. An application for a DSC must be made personally by an individual or identification procedures for Individual applicants/organizational applicants and Government Organization or Agency applicants must be strictly complied with as are given in detail in Verasys CPS. The default whereof shall be viewed seriously by Verasys and this agreement may be terminated forthwith without any claim towards compensation by RA.

- 4.10 RA agrees to comply with the obligations of Registration Authority stated in this agreement. RA shall register Subscriber Certificate Applications and carry out validation as per the IVG guidelines of CCA or such other rules\ guidelines issued by CCA from time to time. RA shall submit to CA the documents pertaining to subscribers as per guidelines issued by the CA.
- 4.11 RA shall intimate CA whenever there is change in constitution \ authorized signatory of the RA and obtain fresh login certificate to continue operations.
- 4.12 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 CA will be made good by the RA and reimbursed\ paid to CA. The RA shall be solely responsible for any other penal actions due to any omission or commission of UIDAI or any other laws.
- 4.13 Where applicable, the RA agrees to mention correctly the GST details of the applicant or organisation specified by the applicant in the application form and take all necessary care to verify that these details are not incorrectly mentioned by RA or his representative in the records of CA (in online web-portal), as based on these the CA invoice will be generated. In case of any loss caused to CA by any action or inaction on part of RA towards this, RA shall have to make good and reimburse to CA any such losses caused to the CA. Any claim made by CA on RA towards such loss shall be final once CA highlights the discrepancy and need not be supported by any documents by CA.

## **5. DEPOSIT, FEES AND PAYMENT TERMS**

In case of direct invoicing by CA on subscriber or an organization specified as billing party by subscriber, the RA shall pay to CA the fees collected by it from subscribers or their billing organizations. All fees paid by the RA shall be inclusive of all taxes and CA 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 RAs and digital signatures certificates shall be issued only on collection of such fees and payment thereof to CA.

In case the invoices are raised by CA on RA for any services and\or goods provided by CA to RA, the RA shall duly pay to CA the invoiced amount, in time limit provided by CA on case by case basis, along with applicable taxes including but not limited to GST and Tax collection at Source. Provisions of income tax laws related to tax deduction at source may apply to such transactions.

In no case, the RA/Sub-RA shall sell V-SIGN DSC at a price lower than the price provided by V-SIGN CA.

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

## **6. CONFIDENTIALITY AND USE OF INFORMATION**

**6.1 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, except that the following information is not Confidential Information: (a) information that is public knowledge at the time of disclosure, (b) information that becomes public knowledge or otherwise known to the receiving party after such disclosure, other than by breach of a confidentiality obligation, (c) information that was known by the receiving party before disclosure by the disclosing party, or (d) information that is independently developed by the receiving party without use of the disclosing party's Confidential Information.

**6.2 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 (a) not disclose the Confidential Information to any third party, (b) not use the Confidential Information in any fashion except for purposes of performing this Agreement, (c) exercise reasonable care to prevent disclosure, and (d) 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 6.2 may cause irreparable harm to the disclosing party entitling the disclosing party to seek injunctive relief, among other remedies.

**6.3 Disclosure Required by Law.** Notwithstanding the foregoing, a party may disclose the Confidential Information of the other party to the extent required by the order or requirement of a court, administrative agency or other governmental body if the party to disclose the other party's Confidential Information does the following: (a) gives written notice of the intended disclosure to the other party at least ten (10) days in advance of the

date of disclosure or if ten (10) days is not feasible then as much notice as is possible under the circumstances; (b) upon request of the other party and at the requesting party's expense, the party to disclose the Confidential Information redacts portions of the Confidential Information to be disclosed to the extent permitted by applicable law; and (c) at the request and expense of the party whose Confidential Information is to be disclosed, submits a request to the court, administrative agency or governmental body that any portions of the Confidential Information that are identified by the other party receive confidential treatment to the fullest extent permitted under applicable law.

**6.4 Privacy.** RA agrees that CA 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 CA to include in the Certificate and such other details as are reasonably required to be included. RA also agrees that CA may publish any Certificate issued under this Agreement and information about its status in CA's repository of Certificate information and make this information available to other repositories. RA further acknowledges and agrees that CA 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.

#### **6.5 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, the CA shall have the right to audit and verify that the RA's records. The CA may conduct audit and verification reviews itself or with the assistance of a third-party organisation (provided that the third-party organisation executes a confidentiality agreement that contains protections of confidential information comparable to this Agreement), at the CA's expense. All audits shall be performed in a manner intended to minimise disruption to RA's business.
- (b) The RA shall assist the CA's auditors (including internal audit staff), regulators, consultants and other representatives as is reasonably required. The RA shall cooperate fully with the CA or its designees in connection with audit functions and with regard to examinations by regulatory authorities and shall, on a timely basis, furnish each with information requested.
- (c) In no event shall the CA 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.

## **7 INTELLECTUAL PROPERTY**

**7.1 Intellectual Property Rights.** RA acknowledges that CA, 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 CA hereunder, including without limitation the CA-designated hardware and software supporting such services and the CA web site interface designated for RA's use (collectively, the "CA Service Components").

RA acknowledges that no title to the CA Service Components is transferred to it under this Agreement, and that it does not obtain any rights, express or implied, in the CA Service Components, other than the rights that are expressly granted to RA in this Agreement. RA may not reverse engineer, disassemble or decompile the CA Service Components or make any other attempt to obtain the source code to the CA Service Components. To the extent RA creates any derivative Work of any of the CA Service Components, such derivative work shall be owned by CA and all right, title and interest in and to such derivative Work shall vest with CA. RA agrees to execute any assignment agreements or instruments as CA may request to vest in CA all such ownership rights.

**7.2 Proprietary Markings, Trademarks, Service Marks, Trade Names and Product Names.** RA shall not remove or destroy or cause to destroy any trademark, copyright, patent or any other intellectual property notices on any CA 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. RA shall not use V-SIGN logo or trademark or V-SIGN's name per se for any advertising purpose without prior written consent of V-SIGN CA. In no case, the rates of V-SIGN DSC shall be advertised on Social Media platforms like Facebook, Whatsapp, etc by RA without prior written consent and authorization of V-SIGN's CA.

## **8. DISCLAIMER OF WARRANTIES**

CA makes no warranties, except as set forth above in this agreement, and that all of CA's products and services are provided on an "as is" basis. Except for the warranties set forth in this agreement, Verasys hereby disclaims all warranties of any kind, express and implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. CA does not warranty that the services provided hereunder will meet RA's requirements, be uninterrupted, timely or error free.

## **9. LIMITATION OF LIABILITY**

The liability shall mean all liabilities arising under contract (including without limitation breach of warranty) and any other legal or equitable form of claim or any liability arising out of any transactions arising directly or indirectly out of this contract.

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, CA'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 lower of the amount applicable under any law for the time in force at time of applicable claim or the amount invoiced by CA on such RA or Subscriber or subscriber's organisation and paid or payable to CA by RA or subscriber or subscriber's organisation for issuance of the instance certificate in fault. Except as applicable under provision of the Information Technology Act, 2000, CA 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, CA's services, breach of contract or any express or implied warranty, misrepresentation, negligence etc.

## **10. INDEMNITY**

**10.1** RA shall defend and indemnify Verasys and its directors, officers, employees and contractors and hold the Indemnified Parties harmless from and against any losses, costs, damages, and fees (including reasonable attorneys' fees) incurred by CA in connection with any claim or action brought by a third party arising from: (a) any breach by RA / Sub-RA appointed by the said RA of any warranty or obligation under this Agreement (b) RA's acts or omissions; or (c) the use of any product or service provided by the RA, or any other item furnished by the RA to Subscribers.

**10.2** 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. Verasys 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 Verasys, its directors and employees.

## **11 TERM AND TERMINATION**

### **11.1 Term.**

The term of this Agreement will commence on the Effective Date and shall continue to be in force till termination as specified hereinafter. Notwithstanding the foregoing, CA expressly reserves the right to amend the term of this Agreement.

### **11.2 Termination.**

- 1) This Agreement may be terminated (a) by the RA, at its sole discretion, immediately upon the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings; (b) by the RA, at its sole discretion, upon any assignment for the benefit of the other party's creditors, or upon the other party's dissolution or ceasing to do business; (c) immediately by CA in the event RA compromises the security of CA's certification services or (d) by the CA in the event of a breach of this Agreement by RA or upon thirty (30) days' advance written notice by the CA if RA fails to cure such breach within the thirty (30) day notice period.
- 2) CA can terminate this Agreement for convenience by providing a notice of seven days.
- 3) CA reserves the right to terminate this Agreement forthwith without any notice and any claim by RA towards 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 along with DSC Application Form, non-submission of DSC Application Forms along with stipulated documents, 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 CA, 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 right as to any compensation whatsoever arising there from.

### **11.3 REVOCATION OF CERTIFICATES**

All the services associated with the service will cease to exist from the date of termination of the contract. CA will revoke all existing and valid RA certificates and stop access to the RA services. Certificates which are issued to subscribers / users would not be revoked upon termination of the contract and services will be provided to the users till the validity of the certificates.

#### **11.4 CONSEQUENCES OF TERMINATION**

Following service of a termination notice pursuant to this Agreement, but prior to the effective date of such termination, each Party shall continue to abide by the terms and conditions of this Agreement in effect at such time and comply fully with its obligations hereunder and it shall not in any way hinder or interrupt the performance of this Agreement during any period between the date of service of a termination notice and the date of actual termination.

The RA will wind down its performance in an orderly manner, including by adopting good faith efforts to assist the CA in the orderly transfer of the affected services and the transfer of all deliverables, work-in-progress, and other materials as may facilitate the orderly, non-disrupted business continuation of the CA. In addition, if the CA plans to continue the affected services itself or to use another service provider, the RA will provide such other cooperation and assistance as Company may reasonably request to permit the CA and/or its designee(s) to assume and otherwise take over performance of the affected services.

In addition, the RA shall immediately return all Confidential Information and other resources provided by the CA to the CA. The RA shall fully cooperate (at its expense) with the CA and its third party service providers to guarantee a smooth transition of the provision of Services to the CA or an alternate third party service provider.

The RA shall cease to represent itself of being associated with the CA or undertake any business representing itself to be associated with the CA and all the RA logins and/or Sub RA logins under RA will be transferred to VSIGN CA after termination of this agreement.

#### **12. NOTICES**

Written notices with respect to this Agreement must be delivered by a courier service that confirms delivery in writing or via certified or registered mail, postage prepaid, return receipt requested, if to RA addressed to the representative of RA at the address below or if to CA at: VERASYS TECHNOLOGIES PRIVATE LIMITED., Office No.21, 2nd Floor, Bhavna Building, Opp. Siddhivinayak Mandir, V.S.Marg, Prabhadevi, Mumbai – 400025. RA shall immediately advise CA of any legal notice served on RA that might affect CA. A copy of the notice/demand/request should also be sent to email: info@verasys.in

#### **13. ASSIGNMENT**

RA cannot assign, sublicense, or otherwise transfer this Agreement or any right or obligation hereunder without CA's prior written consent. This Agreement shall be binding upon and inure to the benefit of RA, CA, and their respective successors.

#### **14. SEVERABILITY AND FORCE MAJEURE**

Severability:

The unenforceability of any provision(s) of this Agreement shall not impair the enforceability of any other part of this Agreement. If any provision of this Agreement shall be deemed invalid or unenforceable, in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render it valid, enforceable, and, insofar as possible, consistent with the original intent of the parties.

Force Majeure:

The Parties agree that neither of them shall be liable to the other for any loss, delay, damage or other casualty suffered or incurred by the other owing to earthquakes, floods, fires, explosions, pandemics, epidemics, Government or its delegated department actions, acts of God, war, terrorism, or any other such cause, which is beyond the reasonable control of the Party and any failure or delay by any other Party in the Performance of any of its obligations under this Agreement owing to one or more of the foregoing causes shall not be considered as a breach of any of its obligations under this Agreement. The Parties however agree that any financial failure or non-performance of any financial obligations or covenants of the Parties shall not constitute Force Majeure.

#### **15. GOVERNING LAW**

RA and CA agrees that this agreement shall be governed by and construed in accordance with the laws of India and Courts at Mumbai alone have exclusive jurisdiction to entertain any dispute arising out of this agreement.

#### **16. DISPUTE RESOLUTION**

To the extent permitted by law, before RA may invoke any dispute resolution mechanism with respect to a dispute involving any aspect of this Agreement, RA shall notify CA, and any other party to the dispute for the purpose of seeking dispute resolution as per the provisions of the Arbitration and Conciliation Act, 1996. Nothing in this Agreement will be deemed as preventing either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of this dispute as is necessary to protect either party's name, proprietary information, trade secret, know-how, or, or any other intellectual property rights.

## **17. 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.

## **18. MODIFICATIONS**

No modifications to this Agreement shall be accepted unless CA has first agreed to the modification and counter-signed the Agreement.

## **19. SURVIVAL**

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

## **20. APPROVAL & AUTHORIZATION**

This Agreement shall not be effective until the RA executes this Agreement and CA approves RA's Registration Authority application. RA and CA represent and warrant that the representative executing this Agreement on their behalf have been duly authorized by them to do so.

## **21. ENTIRE AGREEMENT, AMENDMENT & WAIVER**

This Agreement constitutes the entire agreement between the parties and supersede 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. CA'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 CA'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 a writing signed by the waiving party. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time.

**RA HEREINABOVE HAS CAUSED THIS AGREEMENT TO BE EXECUTED BY HIS AUTHORIZED REPRESENTATIVE ON THE DATE (\_\_\_\_\_)**

Signed and delivered by

RA Org. Name:

Authorized Signatory Name: