

**AGREEMENT**

This **Business Partner (BP) Agreement** is made and entered into on

BETWEEN

**Professional Digisign Private Limited**, having its Registered and corporate Office at Office No-238, Patil Plaza, Mitra Mandal Chowk, Swargate, Pune - 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

**Mr/Mrs.** -----, **Address:** -----  
----- **City** -----, **State**----- **Pin code** ----- . **Organization Name** --

----- . Carrying on business in the name and style of Proprietor (hereinafter referred to as the Business Partner or " BP ", which expression shall include his heirs, executors, administrators and assigns where the context so admits) of the SECOND PART

For the sake of brevity, the term Business Partner or BP 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 BP shall hereinafter jointly be referred to as “Parties” and individually as a “Party”.

WHEREAS

- (a) Professional Digisign Private Limited (ProDigiSign), is a licensed Certifying Authority (CA) under the Indian Information Technology Act, 2000 and IT Act amendments 2008. 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. Professional Digisign Private Limited (ProDigiSign) having its Registered and corporate office at Pune-Maharashtra to provide Digital Signature Certificates (DSC) to various Companies, Organizations, Institutions and the public at large.
- b) Prodigisign hereby appoints the BP to act as business partner for mobilizing and facilitating Digital Signature Certificate and other businesses for Prodigisign and the BP hereby accepts the appointment and agrees to render the service as mentioned in Annexure I to this Agreement. BP’s appointment shall be in force till termination of the same as per terms of this Agreement.
- (b) The BP is an agent of the Professional Digisign Private Limited (ProDigiSign), shall perform BP function to facilitate the application form submission by applicant of DSC The BP also collects the requests for the revocation of the DSCs and forwards such requests to Professional Digisign Private Limited (ProDigiSign). The BP is required to function according to the procedures as laid down in the current version of the Identity Verification

Guideline (IVG) published by CCA, Certification Practice Statement (CPS) of Professional Digisign Private Limited (ProDigiSign) or conveyed in the on-line registration module provided by Professional Digisign Private Limited (ProDigiSign) from time to time and the training provided by ProDigiSign for complying with the same.

- (c) BP has been made aware of his role in the issuance of DSC by Professional Digisign Private Limited (ProDigiSign) and that solely on relying upon its performance on the face-to-face/Video authentication of Subscriber/ Applicant and verification of the stipulated documents required with the certificate application form, to evaluate the Subscriber application as per the identification process laid down for the relevant class of certificate in the current version of the CPS. Professional Digisign Private Limited (ProDigiSign) will issue DSC and that on default by BP in its performance of its obligations. BP shall be solely liable for any claim/ liability arising from any such default. NOW, THEREFORE, in consideration of the mutual covenants and obligations of the PARTIES as set forth herein, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO as follows: The

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

## **1.0 Business Partner(BP) Obligations**

- 1.1 The BP shall comply with all registration procedures and safeguards as may be determined from time to time by the Professional Digisign Private Limited (ProDigiSign) and as set out in the CPS provided to BP separately, the receipt whereof is hereby acknowledged, and/ or as may be subsequently amended by the Professional Digisign Private Limited (ProDigiSign) or conveyed through on-line registration module. The BP undertakes to comply with all the registration procedures as laid down in the amended and latest version of the CPS which shall be collected by the BP from Professional Digisign Private Limited (ProDigiSign), or will be downloaded from website [www.prodigisign.com](http://www.prodigisign.com) whenever a new version of the CPS is adopted.

BP specifically undertakes and confirms that solely on relying upon its performance on the face-to-face Video identification / authentication of Applicant, 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, Professional Digisign Private Limited (ProDigiSign) will issue DSC and specifically that on default by BP in its performance of these obligations, BP shall be solely liable for any claim / liability arising there from and undertakes to keep indemnified Professional Digisign Private Limited (ProDigiSign) from any such liabilities.

- 1.2 The roles and responsibilities of the BP will be as follows:

- (a) The BP shall perform BP function to facilitate the application form submission by applicant of DSC
- (b) The BP shall act as single point of contact with the applicants for DSC Application. Role of BP is strictly restricted to facilitate the submission of details to CAs for eKYC account creation/DSC issuance process of DSC applicant.
- (c) The BP shall act in accordance with the provisions of the CPS as amended from time to time and follow the BP Agreement.

- (d) The BP shall follow the application systems provided by Professional Digisign Private Limited (ProDigiSign) to input data from the Application form duly Authorized by the applicants. Professional Digisign Private Limited (ProDigiSign) will not provide any direct interface to BP for eKYC account process/DSC issuance process of DSC applicant however restricted monitoring facility can be provided till the approval of DSC application by Professional Digisign Private Limited (ProDigiSign).
- (e) Professional Digisign Private Limited (ProDigiSign) shall provide necessary training to BP to perform its duties.

1.3 The BP specifically agrees, undertakes and confirms as follows :

- (a) The BP shall submit a list of dedicated employees who will be engaged by him for the providing above mentioned service to Professional Digisign Private Limited (ProDigiSign) after verifying their credentials
- (b) BP shall be solely responsible / liable to Professional Digisign Private Limited (ProDigiSign) for any and all acts / omissions of his employees without any monetary limit, which he shall be liable to pay with on first demand without any demur or dispute.
- (c) The permitted BP shall specifically undertake and confirm the strict compliance of all the obligations of BP as set out in clause 9.8 of the CPS or as determined by the Controller of Certifying Authorities AND / OR DETERMINED BY Professional Digisign Private Limited (ProDigiSign) from time to time.
- (d) Any breach / default of any obligation undertaken by BP herein, shall authorize Professional Digisign Private Limited (ProDigiSign) to terminate / disable the login provided to BP forthwith without any right of compensation to BP.
- (e) BP shall be solely liable for all consequential losses, damages and penalties etc. suffered / incurred by Professional Digisign Private Limited (ProDigiSign) arising on account of any breach in compliance of the obligations undertaken hereunder.
- (f) BP shall protect the confidentiality of DSC applicant's information or data.
- (g) BP shall not download, store, make copies, captures, publishes, transmits or extracts any data or information pertain to DSC applicant
- (h) BP shall restrict agreement related issues with Professional Digisign Private Limited (ProDigiSign) or with law and enforcement agencies only
- (i) Any impersonation or any assistance in this regard / misrepresentation or suppresses any material fact or any assistance in this regard/ dishonest /fraudulent actions of BP shall be liable for the termination of agreement with Professional Digisign Private Limited (ProDigiSign) and legal action
- (j) Any communication, for the purpose of causing annoyance, inconvenience, obstruction, enmity and ill will to Professional Digisign Private Limited (ProDigiSign), on the matter related to agreement between Professional Digisign Private Limited (ProDigiSign) and BP, to the external agencies shall be liable for the termination of agreement with Professional Digisign Private Limited (ProDigiSign)
- (k) BP shall protect their computer hardware, software, and procedures that are secure from intrusion and misuse
- (l) Professional Digisign Private Limited (ProDigiSign) shall have right to Audit the BP to check the compliance of the agreement and reserve right to terminate agreement in case of any non-compliance.

## **2.0 Terms of Payment**

In consideration for undertaking the responsibilities and effectively performing the obligations/functions mentioned herein the BP shall be entitled for commission as mutually decided and agreed between the parties from time to time. The commission will be paid to the BP by Prodigisign within 15 days from the end of every month.

## **3.0 Term**

3.1 This **Agreement shall commence** on the date on 15-07-2024 and shall thereafter remain in force up to 14-07-2025 unless earlier terminated in accordance with this Agreement.

3.2 Professional Digisign Private Limited (ProDigiSign) agrees to notify the BP whether it desires to renew this Agreement for a further period not less than one month prior to the expiration of the Term.

## **4.0 Intellectual Property Rights**

4.1 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.

4.2 Professional Digisign Private Limited (ProDigiSign) shall own all Intellectual Property Rights in all software and other materials produced exclusively for Professional Digisign Private Limited (ProDigiSign) pursuant to this Agreement.

4.3 The BP acknowledges that Intellectual Property comprises valuable information of the Professional Digisign Private Limited (ProDigiSign), and that breach by the BP of the terms hereof would result in substantial harm and irreparable loss and / or injury to Professional Digisign Private Limited (ProDigiSign). Therefore, BP agrees and hereby consents to the Professional Digisign Private Limited (ProDigiSign) 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 Professional Digisign Private Limited (ProDigiSign) in law or in equity.

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

## **5.0 BP Warranties**

The BP warrants that:

- (a) It has obtained all necessary authority, permissions, approvals and consents required by it to enter into this Agreement and to provide the Services;

- (b) It shall, during the term of this Agreement, assign personnel to provide the Services who possess the requisite knowledge, degrees of skill, qualification and experience required to fulfil the tasks assigned to them.
- (c) 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. Professional Digisign Private Limited (ProDigiSign) shall not in any way be responsible to bear any such liability/expenses for the personnel engaged by BP and BP hereby indemnifies and undertakes to keep indemnified Professional Digisign Private Limited (ProDigiSign), its directors and employees from and against any such expenses, actions, claims and liability. If BP commits a breach of the provisions of this Clause, Professional Digisign Private Limited (ProDigiSign) shall have the right to terminate this Agreement forthwith by giving notice to that effect to BP. BP shall produce to Professional Digisign Private Limited (ProDigiSign) appropriate evidence as requested by Professional Digisign Private Limited (ProDigiSign) in respect of such compliance.
- (d) It shall comply with Professional Digisign Private Limited (ProDigiSign)' IT security, general discipline and health and safety policies as notified to it from time to time;
- (e) It shall not knowingly install on any system whether test or production, any software which is not licensed for use on the specific systems or networks. No software will be installed and used on the system when appropriate licensing agreements do not exist. The BP shall hereby agree that no illegally acquired or unauthorized software shall be used on any of its computers, computer network or data communication equipment. If BP and/or its employee commits a breach of the provisions of this Clause, Professional Digisign Private Limited (ProDigiSign) shall have the right to terminate this Agreement forthwith by giving notice to that effect to BP .
- (f) It will not incur any liability on behalf of Professional Digisign Private Limited (ProDigiSign) or in any way pledge or purport to pledge Professional Digisign Private Limited (ProDigiSign)' credit or accept any other or make any contract binding upon Professional Digisign Private Limited (ProDigiSign), neither will it make any promises, representations, warranties or guarantees on behalf of Professional Digisign Private Limited (ProDigiSign) without prior written consent.
- (g) It will ensure continuous service availability.
- (h) The BP 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 BP shall abide by all the verification guidelines issued by Controller of Certifying authorities, ProDigiSign or under any legislation pertaining to activities undertaken by the BP under this Agreement.
- (j) The BP shall also undertake that it shall abide by ProDigiSign CA CPS, manuals and other documents and its amendments.
- (k) The BP 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 BP agrees to provide adequate training to the personnel employed by them and hereby undertakes that the BP shall be solely responsible for the all the acts, omission and commission of such personnel.
- (m) The BP 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.

## **6.0 Professional Digisign Private Limited (ProDigiSign) Warranties**

- 6.1 Professional Digisign Private Limited (ProDigiSign) 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;
- 6.2 Professional Digisign Private Limited (ProDigiSign) 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.

## **7.0 Termination**

- (a) Professional Digisign Private Limited (ProDigiSign) reserves the right to terminate this Agreement forthwith at any time without any Notice and any claim by BP towards compensation or any other charges by whatever name called if BP or any of its employee has committed a default in performance of any or all of its obligations 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 Professional Digisign Private Limited (ProDigiSign), the login provided to BP shall be deactivated and BP shall have no right as to any compensation whatsoever arising there from.
- (b) Professional Digisign Private Limited (ProDigiSign) shall also have a right to terminate this Agreement if it has reasonable cause to believe that the BP or its employees are not discharging their obligations covered under this Agreement and the CPS which are not considered to be of material nature. In such cases, the Professional Digisign Private Limited (ProDigiSign) shall terminate the Agreement with the BP by giving a written prior notice of one week.
- (c) Upon a prior written notice of thirty (30) calendar days period, either Party may terminate this Agreement, without charge to the terminating Party, for convenience. However, the Party seeking termination will settle the account / perform its obligations to the other Party till termination to the satisfaction of the other Party.
- (d) Professional Digisign Private Limited (ProDigiSign) shall be entitled to claim / demand from BP / its employees , all Such losses, damages/liabilities etc. suffered on account of termination of this Agreement due to default by BP and/or its employees which shall be payable on first demand without any demur and dispute by the BP.

### **Termination of Cause :**

Notwithstanding the above, ProDigiSign may terminate this Agreement with immediate effect, and without notice in the event that the BP:

- (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
  - 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.
    - e) fails to comply with requirements of the Controller of Certifying Authorities or ProDigiSign;
    - f) indulges in inappropriate discussion or behaviour with ProDigiSign or its employees;
    - g) Cease to be eKYC account holder of CA.

**Effect of termination:** Upon termination of this Agreement for any reason whatsoever, the BP shall:

- (a) Complete all the pending activities and unfinished tasks initiated by the BP 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 BP shall revert to ProDigiSign, and the BP 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 BP.

## **8.0 Limitation of Liability**

8.1 The BP undertakes full liability to ensure correct and adequate verification of an Applicant before recommending the application to Professional Digisign Private Limited (ProDigiSign) for issuance of DSC. In the event that the BP or any of its employee breaches / fails to fulfil any/ all of its obligations relating to the correct identification and authentication of applicants for DSC, the BP shall take full responsibility for all liability arising out of either its or any of its employees agents such action(s) / omission(s). The BP shall be solely liable to pay entire losses/damages to all the parties (including without limitation to a Subscriber, an Applicant or a Relying Party) irrespective of any applicable liability caps for such Certificates as determined by the Controller of Certifying Authorities AND / OR DETERMINED BY Professional Digisign Private Limited (ProDigiSign).

If BP and/or its employees commit any breach or default in performance of any/or all obligations, the Security Deposit shall be liable to be forfeited by Professional Digisign

Private Limited (ProDigiSign). Professional Digisign Private Limited (ProDigiSign) shall be entitled to adjust the Security Deposit against any outstanding dues payable by BP towards any of its liability agreed hereunder.

- 8.3 BP agrees to defend, indemnify, and save harmless Professional Digisign Private Limited (ProDigiSign) 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 Professional Digisign Private Limited (ProDigiSign) due to the BP's and/or its employees 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.
- 8.4 BP agrees to bear the cost of DSC Stock purchased by it which may remain unsold due to any reason and shall not raise any claim or demand against Professional Digisign Private Limited (ProDigiSign) if BP decides to terminate the Agreement.

## **9.0 Confidentiality**

9.1 The BP and its employees shall:

(a) 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 Business Partner or which is accessed by Business 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.

(a) keep confidential any/all Information received by them during the term of this agreement for providing services as agreed to in clauses above.

(b) not use, make copy or store in form known any Information except solely in accordance with its performance of this Agreement and in particular, but without prejudice to the generality of the foregoing, not make any commercial use thereof or use the same for the benefit of itself or of any third party other than pursuant to this Agreement .

(c) not disclose any Information to any person but allow to handle such information by person directly involved & who need to know the Information for the purposes of providing services under this Agreement.

(d) BP shall upon discovery of any disclosure or suspected disclosure of Confidential Information, promptly inform Prodigisign of such disclosure in writing and

immediately



return to ProdigySign all such information, in whatsoever form, including any and all copies thereof.

(e) The Confidential Information, the derivative information and copies thereof, in whatever form shall at all times remain the property of ProdigySign /its Clients/Investors and its disclosure shall not confer on BP any rights, licenses (including any intellectual property rights) over the information of ProdigySign /its Clients/Investors whatsoever beyond those contained in this Agreement.

(f) It shall be BP's responsibility to ensure that all its employees or personnel comply this requirement.

(g) The obligations with regard to Confidential Information contained in this Agreement shall survive any expiry or termination of this Agreement.

9.2 This sub-clause 10.1 does not apply to Confidential Information which:

- (a) is in or comes into the public domain other than by breach of this 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 BP/its agent before such termination.

## **10. 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 each such right, power or remedy shall be cumulative.

## **11.0 Assignment**

Save 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.

## **12.0 Notices**

- 12.1 No announcement or public statement concerning the existence, subject matter or any term of this Agreement shall be made by or on behalf of BP and / or its employees without the prior written approval of Professional DigiSign Private Limited (ProDigiSign).
- 12.2 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.

## **13.0 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.

## **14.0 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 Professional DigiSign Private Limited (ProDigiSign) in this regard shall be final and binding upon the BP.

## **15.0 Entire Agreement**

This Agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof (save that neither Party seeks to exclude liability for any fraudulent pre-contractual misrepresentation upon which the other Party can be shown to have relied). No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

## **16.0 Governing Law**

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 as amended, and various Rules & Regulations made there under.

## **17.0 Jurisdiction**

Both the Parties agree to the exclusive jurisdiction of Pune Court.

## **18.0 Dispute Resolution**

- 18.1 In the event of any disagreement or dispute between the parties arising out of any matter except clause nos. 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.

18.2 If the disagreement or dispute is not resolved pursuant to either sub-clause the same shall be finally settled by arbitration by referring the dispute to a Sole Arbitrator to be appointed mutually by both the Parties.  
The Arbitration proceedings shall be conducted in English and the venue of all proceedings shall be Pune, Maharashtra in India. The governing substantive law shall be Indian Laws. i.e the Arbitration and Conciliation Act, 1996 (as amended) .

**19) 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 DSP, 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 DSP's normal business hours and in such a manner as not to interfere unreasonably with DSP's normal business operations. The DSP shall co operate with ProDigiSign and/or its designated representatives to assure a prompt and accurate audit.

**20) 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 act or omission of the other Party) provided however that any delay by BP shall not relieve from liability for delay except where such delay is beyond the reasonable control of the BP 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. Save where such delay is caused by the act or omission of the BP in which event the rights, remedies and liabilities of the Professional Digisign Private Limited (ProDigiSign) shall be those conferred and imposed by the other terms of this 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.

SIGNED FOR AND ON BEHALF OF,

**Professional Digisign Private Limited (ProDigiSign) -**

\_\_\_\_\_  
**DEEPIKA DEVENDRA SINGH**  
**DIRECTOR**

Witness:

\_\_\_\_\_  
Professional Digisign Private Limited (ProDigiSign)

1. \_\_\_\_\_ ( )

2. \_\_\_\_\_ ( )

SIGNED for and on behalf of BP

**Name: Mr./Ms.**

**Designation:**

Witness:

1. \_\_\_\_\_ ( )

2. \_\_\_\_\_ ( )

#### **ANNEXURE I**

##### **Scope of Work for mobilizing and facilitating Digital Signature Business.**

The Business Partner shall be responsible for:

1. Identifying potential customers for Digital Signature Certificates for Prodigisign.
2. Facilitate and help 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 Prodigising 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.