



ANNEXURE-6

SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement") for various services is made and executed at Jaipur on this 18 day of Feb 2022 by and between:

RAJCOMP INFO SERVICES LTD. ('RISL'), a wholly owned company of the Government of Rajasthan incorporated under the provisions of the Companies Act, 2013 / 1956 having its registered office at C Block, 1stFloor, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) (hereinafter referred to as "RISL"/ "Service Recipient") which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, legal representatives, executors, administrators and/ or any survivors or survivor of the **FIRST PARTY**

AND

Kaamlo Platform Private Limited (KPPL), a company incorporated under the provisions of Indian Companies Act, 1956, and having its registered office at 415, 4, Prestige Centre Point, Edward Road, Bangalore, Bengaluru (Bangalore) Urban, Karnataka, 560052 (hereinafter referred to as "KPPL" / "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, permitted assigns legal representatives, executors, administrators of the **SECOND PARTY**, refer as Service provider

Kaamlo Platform Pvt Ltd


A. Director


R.K. Sharma
Additional Director

क्रमांक 5893 दिनांक 16 FEB 2022

मुद्रांक क्रय मूल्य 500/-

क्रेता का नाम Kaamla Plat Jalm Pvt. Ltd.

पिता का नाम

निवास स्थान - Kanyum Road, Bangalore, Karnataka

वास्ते - Agreement

मुद्रांक विक्रेता
Samm

सुमन अग्रवाल
दुकान नं.45, अग्रवाल एन्टरप्राइजेज
ला.नं. 35/96, स्टाम्प विक्रेता,
मालवीय नगर, जयपुर-17

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार	
1.आधारभूत विकास हेतु अधिभार"	
"0030-02-800-(02)-00- 10% रूपये - 50 रु	
2.गो-संवर्धन/ संरक्षण हेतु अधिभार"	
'0030-02-800-(03)-00- 10% रूपये - 50 रु	
3.प्राकृतिक एवं मानव निर्मित आपदाओं से राहत हेतु	
'0030-02-800-(04)-00- 10% रूपये - 50 रु	
कुल योग - 150 रु	
Samm हस्ताक्षर स्टाम्प वेण्डर	

हस्ताक्षर

क्रेता का नाम : अरविश को ठारी
पहचान संख्या: 01-RJ27-1998 व 4773

WHEREAS

- A. Department of IT & Communication (DoIT&C), through RajCOMP Info Services Ltd. (RISL), in collaboration with District e-Mitra Societies (DeGS), is running e-Mitra project. e-Mitra project is an integrated IT enabled platform for delivery of various services and information to rural and urban masses under single roof by setting up of kiosks at various locations in all districts across Rajasthan with the objective of ushering in e-Governance in the State. e-Mitra Project is being implemented on a 3-tier model. The first level is that of DoIT&C/RISL. At the second level, there are Local Service Providers (LSPs) selected through open tendering process by RISL & at the third level are the kiosk holders selected by LSP with whom they have signed Agreement /MoU. RajCOMP Info Services Limited (RISL) is the executing agency under the e-Mitra project on behalf of the Government of Rajasthan. District e-Governance Societies (DeGS) are Societies formed in all districts under the chairmanship of District Collector to facilitate and monitor implementation and operation of various e-governance initiatives including e-Mitra in the respective districts. The DeGS is responsible for the day-to-day monitoring and management of the project at district level. The mechanism of service delivery consists of a Back Office and a Front Office. The Back Office contains infrastructure and application required to enable the system while Front Office hooks on to the back office and provide interface between citizen and government. Front Office management is carried out through Local Service Providers.
- B. **RISL & Service provider** are desirous of joining hands for **services which are to be offered** by service provider through e-Mitra website (www.emitra.rajasthan.gov.in, hereinafter referred to as e-Mitra Portal).
- C. Service delivery will take place on www.emitra.rajasthan.gov.in using the web service integration method of distribution. In this method, service provider would provide APIs to e-Mitra portal for them to connect with service provider backend for accessing services on service provider platform and also to perform other available processes.

The term "**Party**" shall refer to RISL and KPPL individually, while collectively they shall be referred to as the "**Parties**".


Now, it is hereby agreed by and between the Parties hereto as follows:

IN consideration of due observance & performance of all the terms and conditions mentioned in this Agreement, RISL and KPPL agree to sign this Agreement on non-exclusive basis and abide by terms and conditions contained in various parts, annexures which are integral parts of the Agreement and are binding between the Parties.

1. **Non-Exclusivity:** KPPL understands and agrees that Agreement is on "Non-Exclusive Basis".
2. **Scope of services:** RISL through its e-Mitra network will provide registration facility for job seekers. In case of any existing user of KPPL (registered by using mobile app or web portal of KPPL) residing in the vicinity of e Mitra kiosk, facility of physical verification of registered user will also be available on e-Mitra kiosk. RISL through its e-Mitra network will provide registration facility for job seekers by

Kaamlo Platform Pvt Ltd

 Director


R.K. Sharma
Additional Director

using KPPL portal (link) with third party redirection method. There shall be additional dashboard provided by KPPL where RISL shall be allowed to see list of job seekers on boarded by each e Mitra with its code. KPPL shall also give such UI which RISL shall be able to use to pass on benefits of services to its e-Mitra partners. The UI of KPPL would have details of all transactions done by this e-Mitra previously, along with details of employment provided to registered user of this e-Mitra.

The registered user data would be used by KPPL to arrange jobs for them and also providing job to any such registered user. The RSIL service charge would be provided by KPPL as per the term & conditions Specified at (Point No-8.4).

3. **Specifications of work, conduct, requirement, standards and operating procedures:** Service Provider hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in Agreement without any deviation and reservation of any kind, unless mutually agrees between the parties at any given time.

4. **Commencement of the Agreement:**

4.1 This Agreement shall become effective upon the date of signing of this agreement hereinabove written ("Effective Date"). This Agreement shall be valid for a period of 5 (Five) years from the signing of Agreement and may be extended on terms and conditions as mutually agreed by both Parties, 2 (two) months prior to the expiry of the Agreement.

4.2 In case, any future statutory provision warrants variation in the Agreement, in any material way, both Parties will in good faith use their best endeavour to agree to such terms and conditions as may be necessary. However, in case of no such Agreement can be reached, either Party shall have the right to withdraw from this Agreement.

4.3 The effect of withdrawal from the Agreement under clause 4.2 would be that the Agreement shall stand terminated with immediate effect.

5. **Extension:** Based on the mutual Consent/ agreement between parties, the contract period can further be extended for another 5 (Five) years as per same /mutually agreed terms & Conditions.

6. **Exit Clause:** Either party may, by giving 60 days' notice in advance to the other party, and exit from Agreement or the Agreement shall stand terminated on expiry of 60th day from receipt of such notice.


6.1 Cancellation or termination or expiry of Agreement shall not relieve or release either party from making payments which may be owing to the other party under the terms of the Agreement

7. **General obligation of KPPL:** RISL reserves the right to suspend the operation of this Agreement, at any time, due to change in its policy or upon directions from the competent government authorities. In such a situation, RISL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, suspension of the Agreement will not be a cause or ground of extension of the period of Agreement and suspension period will be taken as period spent.

8. **e-Mitra Service Charges and Payment Procedures:**

Kaamlo Platform Pvt Ltd

AD Director



R.K. Sharma
Additional Director

8.1 RISL (e-Mitra) Services charges as below:

KPPL will provide Rupees 10 including GST for each successful new registration. For already registered users no RISL service charges would be provided. For each successful conversion (Job provided) from registered and/or physically verified candidate KPPL will provide 20% of its income (which is 2 days salary of the Job Seeker and being charged from employer by KPPL) to RISL.

8.2 Account Details

Bank Name : HDFC BANK LIMITED
Account No : 50200061147073
Branch Name : BENGALURU INDIRA NAGAR
Beneficiary : KAAMLO PLATFORM PRIVATE LIMITED
NeFT/IFSC Code : HDFC 000 1755

Kaamlo Platform Pvt Ltd

R.K. Sharma

8.3 Settlement Model: KPPL will make payment of invoices to RISL as per below details, Total payable Amount= Bill amount-TDS on basic amount (before GST). TDS Amount of the commission / service charges at applicable rate as per statutory provisions of Income Tax 1961 and rules made there under, wherever applicable on payments will also be transferred by RISL to KPPL as part of TDS wherein KPPL shall deposit TDS to concerned Government Department and submit 16A certificates at end of each quarter to RISL as compliance proof.

8.4 Invoice for commission charges: RISL will raise 2 (TWO) invoice on monthly basis to KPPL mentioning details of the number of transactions during the period.

- (A) First invoice Based on the successful registrations made by the Kiosks.
- (B) Second invoice based on the information provided by KPPL through API for successful conversion of user on boarded through the network of RISL or verified by network of RISL (Job Provided)

If any short coming is found in raised invoices, KPPL would communicate the same to RISL within 15 working days of receiving the invoice.

9 Bank Guarantee: Initially, the Service Provider would be required to submit Bank Guarantee worth Rs 50,000 to RISL account within 15 days of signing of agreement. Format and details of Bank Guarantee will be as mentioned in the EoI Document. The BG amount may be increased subject to increase in number of transactions. The BG (Performance Security) may be on stamp paper as per Annexure 8 of EoI or in cash in the account of RISL.

10 Trademarks/Logos

10.1 RISL acknowledges that any KPPL trademarks, including but not limited to, "KPPL" or any other trademarks used or adopted by KPPL in the conduct of its business are the sole property of KPPL or an affiliate of KPPL, and that, subject to the terms of this Agreement, only KPPL or its parent company or any affiliated company has the right to use such trademarks. KPPL acknowledges that

Kaamlo Platform Pvt Ltd

AD Director

R.K. Sharma

R.K. Sharma
Additional Director

any RISL trademarks are the sole property of RISL and that, subject to the terms of this Agreement, only RISL or its designated licensees have the right to use such trademarks.

10.2 Both Parties agree that all the trade marks, logos, trade names of Parties are the proprietary marks of respective Parties and neither Party shall have expressed or implied right on the Intellectual Property of the other Party.

10.3 Each Party shall have the right, during the term of this Agreement, to include the other Party's trademarks or logos in its advertising or promotional literature, without any royalty, provided that the other Party has given its prior approval, in writing, to such inclusion.

11 Warranty: KPPL hereby expressly warrants that the services as specified herein shall be efficiently provided by KPPL with high quality standards as specified by RISL from time to time. The standards and specifications as set by the RISL shall be strictly adhered to by the KPPL without any qualifications.

Notwithstanding anything contained in this agreement, E-mitra is in no manner providing any kind of services to the citizens under the scope of this agreement. E-mitra platform is merely a facilitator to book/avail service to be provided by the second party. Any risk, loss, damage, deficiency etc. incurred by the citizen or any third party shall be sole responsibility of the service provider.

12 Default and Termination:

12.1 Either Party may terminate this Agreement for default in the event of a material breach of this Agreement by the other Party if such breach continues for a period of 60 (sixty) days after written notice of intention to terminate describing the default is given by the non-breaching Party.

12.2 Either Party may terminate this Agreement with immediate effect, if the other Party files for bankruptcy or enters into liquidation or becomes or is deemed to be insolvent or has a trustee or receiver appointed over all or some of its asset, or any similar event or proceeding occurs in any jurisdiction.

12.3 Either Party may terminate this Agreement upon 60 days written notice to the other Party with or without assigning any reason.

12.4 It is agreed that in the event, KPPL is unable to get necessary permission / license/ Extension licenses of business/ Service, Approval etc from any statutory authorities, In such a situation RISL shall have the right to rescind this Agreement by giving reasonable notice.

12.5 Upon termination of this Agreement for any reason, KPPL may immediately disconnect the Service Providers from the KPPL processing centre(s) and no further transactions may be affected on or through the KPPL system.

12.6 In the event of termination of this Agreement, Sections and such clauses as by its very nature are meant to survive will survive termination indefinitely as necessary to effectuate their purpose.

12.7 On termination or surrender or expiry of this Agreement, any sums payable under this Agreement and which are unpaid on the date of termination shall forthwith become due and payable by Parties.

13 Indemnification: **Kaamlo Platform Pvt Ltd**

 Director



R.K. Sharma
Additional Director

13.1 Both Parties hereby undertakes to keep each other indemnified and harmless in all cases where any Party faces any penalty due to any breach by other Party. However, KPPL will be party to the dispute raised by customer/ kiosk only with respect to the services delivered by KPPL under this Agreement.

13.2 RISL shall not be liable to KPPL or any other party consequent upon termination of the Agreement for any reason whatsoever for any claim for loss or profits or for any anticipated transactions from RISL or on account of any expenditure, investments, leases or any other commitments made by KPPL in connection with the Agreement made in reliance upon or by virtue of the KPPL services under this Agreement.

13.3 RISL's acceptance of any bills from KPPL after the termination/expiry of this Agreement shall neither be construed as a renewal or extension of the Agreement nor as a waiver of termination.

13.4 KPPL shall make all endeavours to ensure that no fraud of any kind, contractual, criminal or otherwise is committed and matters connected therewith. KPPL shall be responsible for the costs and consequences thereof inter-alia outstanding dues, litigation, losses, damages or loss suffered / to be suffered by RISL etc.

14 Miscellaneous:

14.1 KPPL shall perform their duty in strict compliance with all applicable laws in India along with rules and regulation of duly constituted government authorities in India and shall obtain all licenses, restriction or other approval, if any required by laws in India.

14.2 In connection with the services to be rendered hereby KPPL undertakes, affirms and agrees that KPPL is fully authorized to enter into this Agreement and subject to obtaining the necessary approval under applicable law, if any, required to perform this obligation here under according to the terms hereof.

15 General Provisions:

15.1 **Severability:** If any terms or provisions of the Agreement are or shall be illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of the deed shall remain legal, valid and enforceable in such jurisdiction and the parties shall endeavor to substitute forthwith such other legal, valid and enforceable provisions as will most closely correspond to the legal and economic intent of such illegal, invalid or unenforceable term or provision.

15.2 **Waiver:** The failure of either Party to insist upon strict adherence to any material term or condition of this Agreement or to exercise any material right arising from this Agreement on any occasion shall not be considered a waiver of any right thereafter to insist upon strict adherence to that term or condition or any other material term or condition of this Agreement or to exercise that material right or any other material right of this Agreement.

15.3 **No Joint Venture:** This Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, partnership, agency or formal business organization of any kind. KPPL and RISL shall be independent contractors with each other for all purposes at all times and neither Party shall act as or hold itself out as agent signed by the principal, nor shall either Party create or attempt to create liabilities for the other Party.

Kaamio Platform Pvt Ltd

AK Director



R.K. Sharma
Additional Director

15.4 Language: This Agreement has been made and signed in the English language. All documents, specifications, handbooks and correspondence shall be made in the English or Hindi language.

15.5 Notices: Unless otherwise stated in this Agreement, any notice required or permitted to be given under this Agreement, shall be given in writing and shall be delivered by hand or sent by registered mail to the address of the other Party first set forth above or to such other address as a Party may designate to the other by written notice. Notice shall be deemed effected on the date when delivered, in the case of delivered by hand, or on the date of delivery as evidenced by the signed return receipt, in the case of delivery by mail.

If to KPPL: Complete Address along with Name & Designation of signing Authority

Akhilesh Kothari, Director, KPPL

415, Level 4, Prestige Centre Point, No. 7, Edward Road, Bangalore 560052

If to RISL:

Officer-In-Charge (e-Mitra project)

New IT Building, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur – 302005

15.6 Publicity: KPPL will not publish, nor cause to be published, any advertising, or make any representations oral or written, which might confuse, mislead or deceive the public or which are detrimental to the name, trademarks, goodwill or reputation of RISL / Government of Rajasthan. It is advisable that all advertising may be got approved by RISL prior to publication.

15.7 Assignment: Either Party may, on written notice to the other, assign any or all of its rights and obligations hereunder to: (i) its Affiliate, and (ii) a third-party entity in connection with the transfer of all or substantially all of the business and assets of that party to such entity. Except as provided above in this Section 3, either Party may assign any or all of its rights and obligations under this Agreement to a third party only upon receiving the prior written consent of the other Party, which consent may be reasonably conditioned but will not be unreasonably withheld or delayed. The Parties agree that no assignments will be made unless the assignee agrees to accept in full the responsibilities and obligations of the assigning Party.

15.8 Entire Agreement: This Agreement shall supersede any prior understanding, agreement, written or oral, between the parties hereto with respect to the subject-matters hereof.

15.9 Technology Risks: The site/ app of KPPL may require maintenance and during such time it may not be possible to process the service request. KPPL will take reasonable care to inform RISL of such maintenance activity including non-availability of API service well in advance. KPPL shall stop e-Mitra services at this end during maintenance activity to ensure that no e-Mitra transaction shall be successful during maintenance activity.

15.10 Interpretation: All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation". Further, reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force. All headings, bold typing and italics (if

Kaamlo Platform Pvt Ltd


Director


R.K. Sharma
Additional Director

any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of this Agreement.

- 16 Force Majeure:** Both Party shall not be liable for failure or delay in performing their obligations under these Agreement if such failure or delay is due to circumstances beyond their reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, pandemic, lockdown, terrorist or other attack, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the services.
- 17 Dispute Resolution / Arbitration:** Any question, dispute or differences arising out of or in connection with this Agreement or breach, termination or validity hereof, shall be settled by Arbitration conducted in Rajasthan, Jaipur in accordance with the Arbitration & Conciliation Act 1996 any modifications or re-enactments thereto and relevant laws and regulations in force at that time in India. All such disputes and differences which may arise between the parties hereto as to the meaning, construction or effect of any of the terms and provisions of this Agreement or as to the right or claim of either party under this Agreement shall be referred to Arbitration. Parties agrees that the Sole Arbitrator will be Commissioner, IT&C, Government of Rajasthan. The language of arbitration shall be English or Hindi. Any Order / Directions / Awards of the Arbitration shall be final and binding on both the Parties. Place of Arbitration will be Jaipur.
- 18 Governing Law and Jurisdiction:** This Agreement shall be construed, interpreted and governed by the laws of India and, in case of any dispute, the Jaipur Court alone shall have the territorial jurisdiction to adjudicate upon the matter.
- 19 Set Off:** Any sum of money due and payable to the KPPL under this Agreement or otherwise shall be appropriated by RISL and the same shall be set off against any claim by RISL for payment of sum of money arising out of this Agreement or other agreements(s) made by KPPL or its affiliated with RISL.
- 20 Non Disclosure - Data Privacy - Service Provider** undertakes that it shall not at any time disclose any information/data concerning (i) the business, affairs, customers, clients and (ii) the operations, processes, product information, recipes and formulae, know-how, designs, trade secrets of customers received by the service provider under the scope of the agreement. Violation of the above shall be construed major violation of the agreement and the agreement will terminate forthwith and RISL will be at the liberty to proceed against the service provider as per law and may also forfeit bank guarantee.

“Confidential Information” For all purposes of this Agreement, the term “Confidential Information” shall collectively refer to all non-public information or material/data disclosed or provided by one party to the other, either orally or in writing, or obtained by the recipient party from a third party or any other source.



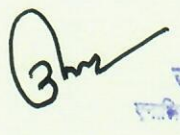
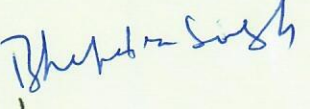

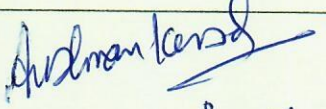
Kaamlo Platform Pvt Ltd

 Director



R.K. Sharma
Additional Director


The Agreement including the Annexure, constitute the entire Agreement of the Parties with respect to the matters herein contained and all its terms and condition are binding between the Parties and superceded all prior agreements and understanding between the Parties whether written or oral, The Agreement shall be signed by the authorised representatives of both Parties. In witness whereof, the Parties have causes this Agreement to be executed and delivered by the duly authorised officers:

Signed By:	Signed By:
	
() Additional Director (OIC e-Mitra) Department of IT&C, Govt. of Rajasthan	Akhilesh Kothari Designation: Director Kaamlo Platform Private Limited
In the presence of:	In the presence of:
 () उमेश चन्द्र जोशी सहायक-स.स. (ए.मि.टी.सी.) Department of IT&C, Govt. of Rajasthan	 () Designation: RSM/OTU Kaamlo Platform Pvt Ltd KPPL
 () र.क. शर्मा सहायक-स.स. (ए.मि.टी.सी.) Department of IT&C, Govt. of Rajasthan	 () Designation: Business Kaamlo Platform Pvt Ltd KPPL

Annexure A: General Terms & Conditions

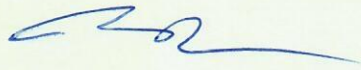
1. RISL reserves the right to change the terms of trade from time to time with notice period of 30 days.
2. RISL reserves the right to withhold or delay the amount to be transferred to other party in case of pending disputes in matters such as bill not deposited or cancellations wherein the amount withheld by RISL may not be more than disputed amount plus penalties (if any). For the sake of clarity, penalties in the above clause shall mean late fee that is charged to the customer on the disputed bill.
3. RISL's decision will be final on all matters relating to the business and will be binding on KPPL.
4. KPPL shall comply with all applicable laws, bye Laws rules, regulations, orders and directions




R.K. Sharma
Additional Director

notifications etc. of the Govt./Court/Tribunals and shall also comply with all directions issued by RISL and provide RISL with all information and cooperation that RISL may reasonably require from time to time.

5. KPPL has to fully cooperate with RISL to investigate any complaint from the public, e-Mitra kiosks or RISL's team.
6. KPPL shall fully indemnify, defend & hold RISL harmless from and against all claims, liability, losses or damages recoveries, proceedings, actions, judgements costs, charges & expenses which may be made or brought or commences against RISL or which RISL may or may have to bear, pay or suffer directly or indirectly in connection with any breach of agreement by KPPL.
7. RISL shall not be liable for any act of commission or omission of any third party.
8. KPPL shall pay all dues & outstanding to RISL during the currency of assessment or on termination of the Agreement as the case may, even if any dispute is pending between the KPPL & RISL.
9. Agreement has to be made on non-judicial stamp paper of Rs 500/- and copy of the agreement will be kept with either of the party which will serve as good as original agreement in case of any dispute.
10. KPPL will have to abide by the policy rules, regulations & instructions of RISL and other government bodies as revised / modified from time to time.
11. If any dispute received from customer regarding these services, it may be dealt by KPPL.



R.K. Sharma
Additional Director