



राजस्थान RAJASTHAN

ANNEXURE-6

S 960205

SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement") for various services is made and executed at Jaipur on this day of ____ 2023 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, 1st Floor, Yojana Bhawan, 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

Happy 2 Help U Technology Private Limited, a company incorporated under the provisions of Indian Companies Act, 1956, and having its registered office A-1 Tower, Opposite HDFC Bank, Podar College Road, Nawalgarh, Dist – Jhunjhunu (Raj) - 333402 (herein after referred to as 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**, referred as **Service provider**



(R. K. Sharma)
Technical Director



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 executive 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. Happy 2 Help U Technology Private Limited has developed services of AePS, DMT, PAN Card, Mobile Recharge, DTH Recharge and Electricity Bill Payment using e-Mitra Platform to facilitate the people.
- C. **RISL & Happy 2 Help U Technology Private Limited** are desirous of joining hand for the **above-mentioned services** through e-Mitra website (www.emitra.rajasthan.gov.in, hereinafter referred to as e-Mitra Portal).
- D. The service offered through www.emitra.rajasthan.gov.in shall be using the web services integration method of distribution. In this method, service provider would provide API 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.
- E. Both Parties have confirmed to join hands for providing the above-mentioned services through e-Mitra portal on following terms and conditions.


(R. K. Sharma)
Technical Director


Pradeep Sharma

HAPPY 2 HELP U TECHNOLOGY PRIVATE LIMITED
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The term "**Party**" shall refer to RISL and Happy 2 Help U Technology Private Limited 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 Happy 2 Help U Technology Private Limited agree to sign this Agreement on non-exclusive basis.

1. **Non-Exclusivity:** Happy 2 Help U Technology Private Limited understands and agrees that Agreement is on "Non-Exclusive Basis".
2. **Scope of services:** RISL shall provide following services through eMitra of Happy 2 Help U Technology Private Limited- "AePS, DMT, PAN Card, Mobile Recharge, DTH Recharge and Electricity Bill Payment" to customers. Transaction once successful on e-Mitra i.e. e-Mitra transaction id is generated will not be cancelled at any stage. Consumer will consider date of generation of e-Mitra transaction id as the date of availing the service.
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 agreed between the parties at any given time.
4. **Commencement of the Agreement:**
 - 4.1 This Agreement shall become effective upon the date first 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.


(R. K. Sharma)
Technical Director



6. **Exit Clause:** Either party may, by giving 60 days' notice in advance to the other party, exit from Agreement and 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 Happy 2 Help U Technology Private Limited:** 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.

That the service provider will not try/allow the eMitra Kiosk operators/holders working under eMitra project (including their family members) & LSP's work force to associate directly or indirectly in any manner as distributor, dealer, wholesaler, retailer, supplier, vendor, agent, sales agent, broker, channel partner, etc.

That the service provider will not promote its self-service portal (if any) to eMitra Kiosks (including their family members) & LSP's work force.

That if any of above non-compliance is detected, RISL will be at sole liberty to terminate this agreement with immediate effects and the concerned Kiosks/LSP would also be deregistered from the eMitra portal. Consequently, both the entities will be blacklisted to ensure that they cannot engage with Government of Rajasthan for any kind of business activity at any point of time.

Service provider will have to work in strict compliance of the terms and conditions mentioned in the Memorandum of Understanding (MoU) and ensure compliance of all the above points.

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

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

As part of the service mentioned at para B of this agreement being provided to people of Rajasthan through e-mitra network, we would like to propose the following **Revenue sharing model** to RISL:

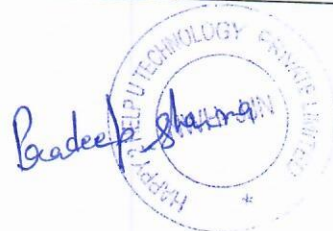
S. No.	Service Name	Transaction Amount in Rs.	Proposed RISL Share	Remarks
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(R. K. Sharma)
Technical Director



		(Inclusive of all taxes)			
1	AePS Registration	Rs 5/- for each Kiosk Registration	Rs 2.00/- per registration	Transaction amount will be charged from eMitra Kiosk. RISL service charge is inclusive of GST. RISL will retain its service charge and pass remaining amount to Happy 2 Help U Technology Pvt Ltd.	
2.	AePS Cash Withdrawal Service	200-499	0.80 per transaction	Transaction amount will be charged from Customer. RISL service charge is inclusive of GST. RISL will retain its service charge and pass remaining amount to Happy 2 Help U Technology Pvt Ltd.	
		500-999	Rs 2.00/- per txn		
		1000-1499	Rs 4.00/- per txn		
		1500-1999	Rs 6.20/- per txn		
		2000-2499	Rs 8.30/- per txn		
		2500-2999	Rs 10.30/- per txn		
		3000-10000	Rs 12.40/- per txn		
3.	DMT Service	Transaction Value (in Rs.)	Customer Charge (1%, Min Rs 10 & Max Rs 50)	Proposed RISL Share	Transaction amount will be charged from Customer. RISL service charge is inclusive of GST. RISL will retain its service charge and pass remaining amount to Happy 2 Help U Technology Pvt Ltd.
		100-1000	10	5	
		1001-1500	15	8	
		1501-2000	20	11	
		2001-2500	25	14	
		2501-3000	30	18	
		3001-3500	35	20	
		3501-4000	40	23	
		4001-4500	45	26	
		4501-5000	50	30	
4	PAN Card Service	Rs. 107.00/-	Rs 10.00/- per transaction	Transaction amount will be charged from Customer. RISL service charge is inclusive of GST. RISL will retain its service charge and pass remaining amount to Happy 2 Help U Technology Pvt Ltd.	
5	Electricity Payment Service Bill	Transaction Amount	RISL Share	Transaction amount will be charged from Customer. RISL service charge is inclusive of GST. RISL will retain its	
		Up to 999	Rs 5/- per Transaction		
		1000-3000	Rs 10/- per Transaction		


(R. K. Sharma)
 Technical Director



		3001-5000	Rs 15/- per Transaction	service charge and pass remaining amount to Happy 2 Help U Technology Pvt Ltd.
		5001-10000	Rs 20/- per Transaction	
		Above 10000	Rs 25/- per Transaction	
6	Recharge (DTH)			Transaction amount will be charged from Customer. RISL service charge is inclusive of GST. RISL will retain its service charge and pass remaining amount to Happy 2 Help U Technology Pvt Ltd.
		Airtel DTH	2.38%	
		Dish TV DTH	2.86%	
		Sun TV DTH	2.72%	
		Tata Sky DTH	1.62%	
		Videocon D2H DTH	2.95%	
7	Recharge (Mobile)			Transaction amount will be charged from Customer. RISL service charge is inclusive of GST. RISL will retain its service charge and pass remaining amount to Happy 2 Help U Technology Pvt Ltd.
	1	Airtel Mobile	1.19%	
	2	BSNL Mobile	3.5%	
	3	VI Mobile	2.38%	
	4	JIO Mobile	1.62%	

8.2 Account Details

RISL, for e-Mitra, will transfer the funds collected against services of Happy 2 Help U Technology Private Limited to following service provider bank account within T+2 RISL Rajasthan Government working days, where T is the date of transaction, after retaining its service charges.

Firm/ Organization Name : Happy 2 Help U Technology Private Limited
Firm Account Holder Name : Happy 2 Help U Technology Private Limited
Bank Name : Canara Bank
Account No : 3601201000346
Branch Name : Nawalgarh
IFSC Code : CNRB0003601


(R. K. Sharma)
 Technical Director



8.3 Settlement Model:

The amount collected at kiosks/online for services "AePS, DMT, PAN Card, Mobile Recharge, DTH Recharge and Electricity Bill Payment" in this Agreement will be transferred by RISL, after retaining its service charges. [Net amount transferred to Happy 2 Help U Technology Private Limited = Bill amount – (e-Mitra service charges inclusive of GST) + TDS] to Happy 2 Help U Technology Private Limited bank account mentioned at clause 8.2 within every T+2 RISL/Rajasthan Government Working Days, where T is the actual transaction date. TDS amount of the commission / service charges at applicable rate as per statutory provisions of Income Tax 1961 and rules made thereunder, wherever applicable on payments will also be transferred by RISL to Happy 2 Help U Technology Private Limited as part of TDS wherein Happy 2 Help U Technology Private Limited shall deposit TDS to concerned Government Department and submit 16 A certificates at end of each quarter to RISL as compliance proof.

8.4 **Invoice for commission charges:** RISL will raise invoice for All Services on monthly basis to Happy 2 Help U Technology Private Limited mentioning details of the number of transactions during the period Happy 2 Help U Technology Private Limited provide MIS to RISL on a daily basis. MIS will form the basis of invoice which will be raised by RISL. If any shortcoming is found in raised invoices, Happy 2 Help U Technology Private Limited would communicate the same to RISL within 15 working days of receiving the invoice. After 15 days RISL will not be responsible for any shortcoming. This will not apply on RISL

9. Trademarks/Logos

9.1 RISL acknowledges that any Happy 2 Help U Technology Private Limited trademarks, including but not limited to, "Happy 2 Help U Technology Private Limited" or any other trademarks used or adopted Happy 2 Help U Technology Private Limited in the conduct of its business are the sole property of Happy 2 Help U Technology Private Limited or an affiliate of Happy 2 Help U Technology Private Limited, and that, subject to the terms of this Agreement, only Happy 2 Help U Technology Private Limited or its parent company or any affiliated company has the right to use such trademarks. Happy 2 Help U Technology Private Limited acknowledges that 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.


(R. K. Sharma)
Technical Director



9.2 Both Parties agree that all the trademarks, 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.

9.3 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.

10. Warranty: Happy 2 Help U Technology Private Limited hereby expressly warrants that the services as specified herein shall be efficiently provided by Happy 2 Help U Technology Private Limited 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 Happy 2 Help U Technology Private Limited without any qualifications.

11. Default and Termination:

12.1 Either Party may terminate this Agreement for default in the event of material breach of this Agreement by the other Party if such breach continues for a period of 30 (Thirty) 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 overall or some of its asset, or any similar event or proceeding occurs in any jurisdiction.

12.3 Either Party may terminate this Agreement upon 30 days written notice to the other Party with or without assigning any reason.

12.4 It is agreed that in the event, Happy 2 Help U Technology Private Limited is unable to get necessary permission / license/ Extension licenses of business/ Service, Approval etc. from any statutory authorities, In such are situation RISL shall have the right to rescind this Agreement by giving reasonable notice.

12.5 Upon termination of this Agreement for any reason, Happy 2 Help U Technology Private Limited may immediately disconnect its service from the eMitra Portal and no further transactions may be affected on or through the Happy 2 Help U Technology Private Limited system.


(R. K. Sharma)
Technical Director



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.

12. Indemnification:

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, Happy 2 Help U Technology Private Limited will be party to the dispute raised by customer/ kiosk only with respect to the services delivered by Happy 2 Help U Technology Private Limited under this Agreement.

13.2 RISL shall not be liable to Happy 2 Help U Technology Private Limited 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 Happy 2 Help U Technology Private Limited in connection with the Agreement made in reliance upon or by virtue of the Happy 2 Help U Technology Private Limited services under this Agreement.

13.3 RISL's acceptance of any bills from Happy 2 Help U Technology Private Limited after the termination / expiry of this Agreement shall not be construed as a renewal or extension of the Agreement nor as a waiver of termination.

13.4 Happy 2 Help U Technology Private Limited shall make all endeavours to ensure that no fraud of any kind, contractual, criminal or otherwise is committed in the matter of providing its services and matters connected therewith. Happy 2 Help U Technology Private Limited 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.

13. Miscellaneous:

13.1 Happy 2 Help U Technology Private Limited 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.

13.2 In connection with the services to be rendered hereby Happy 2 Help U Technology Private


(R. K. Sharma)
Technical Director



Limited undertakes, affirms and agrees that Happy 2 Help U Technology Private Limited 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.

14. General Provisions:

- 14.1 **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 endeavour 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.
- 14.2 **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.
- 14.3 **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. Happy 2 Help U Technology Private Limited 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.
- 14.4 **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.
- 14.5 **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.


(R. K. Sharma)
Technical Director



If to Happy 2 Help U Technology Private Limited

Pradeep Sharma (Founder & CEO),

Happy 2 Help U Technology Private Limited

A-1 Tower, Opposite HDFC Bank, Podar College Road, Nawalgarh, Dist – Jhunjhunu (Raj) -
333402

If to RISL:

Officer-In-Charge (e-Mitra project)

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

- 14.6 **Publicity:** No press release or any publicity of any nature regarding this Agreement shall be made without the other party's written approval. Happy 2 Help U Technology Private Limited 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 shall be got approved by RISL prior to publication.
- 14.7 **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.
- 14.8 **Entire Agreement:** This Agreement shall supersede any prior understanding, agreement, written or oral, between the parties hereto with respect to the subject matters hereof.
- 14.9 **Technology Risks:** The site/ app of Happy 2 Help U Technology Private Limited may require maintenance and during such time it may not be possible to process the service request. Happy 2 Help U Technology Private Limited will take reasonable care to inform RISL of such maintenance activity including non-availability of API service well in advance. Happy 2 Help U


(R. K. Sharma)
Technical Director



Technology Private Limited shall stop e-Mitra services at this end during maintenance activity to ensure that no e-Mitra transaction shall be successful during maintenance activity.

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

14.11 Manpower Resources: Happy 2 Help U Technology Private Limited shall nominate a nodal officer for the purpose of interaction with RISL and DeGS/LSP/e-Mitra, so that there will be a single point of contact. Similarly, RISL shall also nominate a nodal officer for the purpose of interaction with Happy 2 Help U Technology Private Limited for above services.

Nodal Officer from e-Mitra:

Name : Sh. R K Sharma
Designation : Technical Director, DoIT&C
Mobile Number: 9413387309
Email-id : rksharmadoit@gmail.com; rksharma@rajasthan.gov.in

Nodal Officer from Happy 2 Help U Technology Private Limited:

Name : Mr. Pradeep Sharma
Designation : Founder & CEO
Mobile Number: 9461945694
Email Id : info@ehelpindia.com , pradeepsharma.emitra@gmail.com

15. 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.

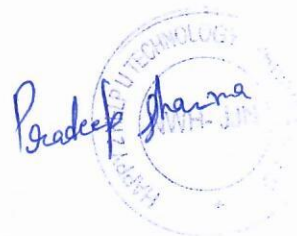

(R. K. Sharma)
Technical Director





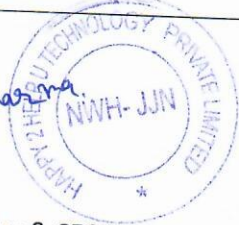




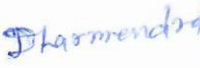

- 16. Dispute Resolution / Arbitration:** Any question, dispute or differences arising out of or in connection with this Agreement or breach, termination or validity hereof, shall be settled by Arbitration conducted in Rajasthan, Jaipur in accordance with the Arbitration & Conciliation Act 1996 any modifications 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.
- 17. 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.
- 18. Set Off:** Any sum of money due and payable by the Happy 2 Help U Technology Private Limited under this Agreement or otherwise shall be appropriated by RISL and the same shall be set off against any claim by Happy 2 Help U Technology Private Limited for payment of sum of money arising out of this Agreement or other agreements(s) made by Happy 2 Help U Technology Private Limited or it's affiliated with RISL.
- 19. 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.
- 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.
- 20. Bank Guarantee - Bank Guarantee** will be charged as per nature of service.

The Agreement including the Annexure, constitute the entire Agreement of the Parties with respect to the matters herein contained and all its terms and conditiona are binding between the


(R. K. Sharma)
Technical Director



Parties and superceded all prios agreements and understabnding between the Parties whether written or oral, The Agreement shallbe signed by the authorised representatives of both Parties. In witness whereof, the Parties have causes this Agreement to be excuted and delivered by the duly authorised officers:

Signed By:	Signed By:
 (R. K. Sharma) Technical Director (R K Sharma) Technical Director Department of IT&C, Govt. of Rajasthan	 (Pradeep Sharma) Designation: Founder & CEO Happy 2 Help U Technology Private Limited 
In the presence of:	In the presence of:
 () (पंकज कुमर जोशी) निदेशक (संयुक्त निदेशक) संचार विभाग Department of IT&C, Govt. of Rajasthan	 (Pankaj Kumar Sharma) Designation: Director Happy 2 Help U Technology Private Limited 
 () धर्ममल गुप्ता निदेशक-कम-प्रोग्रामर (एच निदेशक) संचार विभाग Department of IT&C, Govt. of Rajasthan	 (Dharmendra Saini) Designation: Technical Head Happy 2 Help U Technology Private Limited 

(NOTE:- Signature of both the Parties and the stamp/seal on each page of MoU is essential)

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 Happy 2 Help U Technology Private Limited 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 Happy 2 Help U Technology Private Limited.
4. Happy 2 Help U Technology Private Limited shall comply with all applicable laws, bye Laws rules, regulations, orders and directions 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. Happy 2 Help U Technology Private Limited has to fully cooperate with RISL to investigate any compliant from the public, e-Mitra kiosks or RISL's team.
6. Happy 2 Help U Technology Private Limited 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 by Happy 2 Help U Technology Private Limited.
7. RISL shall not be liable for any act of commission or omission of any third party.
8. Happy 2 Help U Technology Private Limited 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 Happy 2 Help U Technology Private Limited & RISL.
9. Agreement has to be made on non-judicial stamp paper of Rs 500/- of Rajasthan state and copy of the agreement will be kept with either of the party will serve as good as original agreement in case of any dispute.
10. Happy 2 Help U Technology Private Limited 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 Happy 2 Help U Technology Private Limited.


(R. K. Sharma)
Technical Director



15