

**AGREEMENT WITH THE STUDY CENTER, MAKHANLAL
CHATURVEDI UNIVERSITY FOR SERVICES THROUGH
MPOONLINE PORTAL**

This Agreement is made on the _____ day of _____
2011 between MPOonline Ltd, a company registered under the Companies
Act, 1956 and having its Registered Office at “147, Maharana Pratap
Nagar, Zone-1, Bhopal-462011, hereinafter referred to as “MPOonline”
(which expression shall unless repugnant to the context and meaning shall
deem to mean and include its successors and assigns) of the FIRST PART
And

_____S/
o of _____ carrying on business
as a Sole Proprietor in the name and style of
_____/a company incorporated and
registered under the Companies Act 1956/ a Registered Partnership Firm
constituted _____ between

_____, having its place of
business or Registered Office at

_____ hereafter referred to as “MSC-SDP” (Institutes Affiliated with
MCRPV University) ,(which expression shall unless repugnant to the
context and meaning thereof deem to mean and include its / his / her /
their/ respective heirs, executors, administrators and successors / the
partner(s) for the time being of the said firm, the survivor(s) of them and
the executors, administrators and successors of the surviving partners as
the case may be) of the SECOND PART.

WHEREAS

1. MPOne Limited (MPOne) is a Joint Venture (JV) between MPSEDC) and Tata Consultancy Services Ltd (TCS). MPOne has the mandate from Government of Madhya Pradesh (GoMP) for offering various information, interactive and payment services to the general public. MPOne intends to offer its services through its portal <https://www.mponline.gov.in> or any other website as it may so decide in future.

MPOne proposes to appoint SDP-MSCs who would offer its Services to citizens through designated centers.

The SDP-MSC agrees to accept the appointment on the terms and conditions contained herein below:-

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS

“Services” means online application offered by MPOne Limited through the website <https://www.mponline.gov.in> for Makhanlal Chaturvedi University;

“Business” means the business of marketing the Services;

“Customer” means the person using the Service wherein a ‘person’ means an individual, a corporation, a partnership or any other entity or organization or other body whatsoever;

“Premises” means the place where the SDP-MSC proposes to conduct its Business in accordance with the terms and conditions as contained herein and as may be mutually agreed upon between SDP-MSC and MPOne from time to time in writing;

“Collections” means the payments made by the Customer to the SDP-MSC for utilizing the Services;

“Website” means the website located at the URL address www.mponline.gov.in

2. APPOINTMENT

- 2.1 MPOne hereby appoints the SDP-MSC for offering the Services and to do all such acts, deeds and things as described in this Agreement and as instructed from time to time in the Area:_____Mandal/TQ_____District_____State: Madhya Pradesh and such other areas as MPOne may

in its sole discretion permit from time to time in writing upon such terms and conditions.

MPOne does not commit itself or promise for provision of any work or specific work for any specific period under this Agreement. The list of services to be offered by SDP-MSCs are subject to change at any time or from time to time. The Service Charges payable to the SDP-MSCs are subject to change from time to time which will be intimated to the SDP-MSCs whenever there is a change in that regard. MPOne shall have the sole discretion and authority in this regard.

- 2.2 The SDP-MSCs shall, during the term of this Agreement and further provided that MPOne has not instructed the SDP-MSCs from ceasing to do so, subject to the written consent from MPOne and as directed by MPOne in such manner and upon such part or parts of the premises from where the SDP-MSCs is going to conduct its business ("Premises"), display a sign or signs bearing the words "SDP-MSCs of MPOne Limited" (or such other similar words as may from time to time be specified by MPOne or MPOne Limited). Further, the SDP-MSCs shall, during the term of this Agreement and further provided that MPOne has not instructed the SDP-MSCs from ceasing to do so, place the words "SDP-MSCs of MPOne" (or such words as may from time to time be specified by MPOne) on his/ its / their visiting card and in the newspaper advertisements issued by the SDP-MSCs in connection with the business for the purpose of this Agreement, and in no other place and only in such manner and place as MPOne may direct.

3. OPERATIONAL PROCEDURE

The SDP-MSCs shall follow the below mentioned process for offering the Services:

- a) The customer approaches the SDP-MSCs center for availing the Services. The SDP-MSCs offers the Services by utilizing the provisions in the Website. MPOne and / or MPOne shall provide the necessary rights to the SDP-MSCs for accessing the Website for offering the Services.
- b) The SDP-MSCs shall place a sum of money with the designated Bank in a manner and quantum that will be indicated separately to the SDP-MSCs.
- c) The SDP-MSCs shall also make suitable arrangements for remitting the Collections through instruments such as cheques, D.D's etc to Bank in a manner spelt out separately from time to time.
- d) MPOne shall provide the SDP-MSCs separately from time to time with a detailed process flow for offering Services.

4. TERM

This Agreement shall remain in effect from the date of signing of the agreement unless terminated sooner as provided under this Agreement.

5. RENEWAL

MPOne shall have the option at its sole discretion to renew this Agreement on such terms and conditions as MPOne may decide subject to the satisfactory performance of SDP-MSD and no outstanding amounts are due to MPOne Ltd as on the date of such renewal. The renewal shall take effect only if the renewal deed is executed by MPOne in writing.

6. SDP-MSD'S REPRESENTATIONS AND WARRANTIES

The SDP-MSD hereby represents, warrants and confirms to MPOne that the SDP-MSD-

- 6.1. Has full capacity, power and authority to enter into this Agreement; and during the continuance of this Agreement, will continue to have full capacity, power and authority to act as the SDP-MSD under this Agreement AND to carry out and perform all its duties and obligations as contemplated herein and has already taken and will continue to take all necessary and further actions (including without limitation the obtaining of all Governmental, statutory, regulatory and other necessary approvals / consents in all applicable Jurisdictions) to authorize the execution, delivery and performance of this Agreement.
- 6.2. Has the necessary skills, knowledge, experience, expertise, capital, net worth, adequate and competent personnel, systems and procedures, infrastructure including adequate office space to duly perform its obligations in accordance with the terms of this Agreement and to the satisfaction of MPOne.
- 6.3. Has not and will not violate, breach any covenants, stipulations or conditions of any agreement or deed entered into by the SDP-MSD with or for the benefit of any third party/ies.
- 6.4. Has complied with all the laws, rules, regulations and authorizations issued by the Central, State and Local authorities and has taken all required permissions for performing under this Agreement.
- 6.5. Has complied with all rules, regulations, and procedures under applicable labour laws and enactments.
- 6.6. Shall be fully liable for and effectively indemnify MPOne against any claims brought against MPOne or any other loss, cost or expense that MPOne may suffer on account of any act or

omission of the SDP-MSC, including without limitation any failure by SDP-MSC to perform any term of this Agreement or those that arise due to fraudulent act or omissions, criminal act or omissions, dishonest act or omission, malicious act or omissions and any other reason that is directly or indirectly attributable to SDP-MSC's act, omission or contribution.

7. OBLIGATIONS OF THE SDP-MSC

The SDP-MSC agrees and undertakes that the SDP-MSC shall:

- 7.1 Ensure that adequate infrastructure and financial resources are available to the SDP-MSC by way of working capital and otherwise to ensure that the SDP-MSC is able to fulfill all the obligations herein contained.
- 7.2 Operate the Business strictly in accordance with the terms stipulated in this Agreement and instructions/guidelines/procedures/processes prescribed by MPOnline from time to time and that shall be considered a part of this Agreement and to conform in all respects and all times to the instructions, procedures, processes, guidelines laid down from time to time by MPOnline for the purpose of marketing the Services and improving and increasing the market potentiality of the Services. The SDP-MSC shall not use any additional trade name or symbol nor do or permit anything to be done which is not in accordance with the directions of MPOnline without the prior consent in writing of MPOnline.
- 7.3 Strictly adhere to the turnaround time guidelines as prescribed by MPOnline from time to time for various activities.
- 7.4 Have suitable persons ("the employees/ executives/ personnel") for the work undertaken by them. The SDP-MSC undertakes to thoroughly verify the background of the personnel recruited to ensure the integrity and honesty of the personnel.
- 7.5 Ensure compliance with the provisions of this Agreement or instructions issued by MPOnline from time to time. SDP-MSC's shall not accept part payments of any utility service Bills. SDP-MSC's shall not issue any manual receipts under any circumstances.
- 7.6 Immediately notify MPOnline in writing if any of its employees or any other person engaged by the SDP-MSC has committed any act amounting to moral turpitude or has been arrested by the police or removed from the employment of the SDP-MSC or committed any act affecting the integrity of the person.

- 7.7 Ensure courteous service and maintain the customer service standard as laid down by MPOne.
- 7.8 Ensure that its employees/executives/personnel shall at all times conduct themselves within the parameters of all applicable laws and shall not commit or permit the commission of any offence; and in the event of any offence being committed, the SDP-MS and the person committing the offence shall be liable for all consequences thereof; and MPOne shall not be directly or indirectly or vicariously liable.
- 7.9 Obtain all license/permissions /authorizations as required under all the applicable laws and keep the same valid by renewing it from time to time as required under the said applicable laws.
- 7.10 Maintain all the registers and records required to be maintained under the various Laws and enactments.
- 7.11 Use only such letter heads, invoices, signs, display materials, visiting cards, promotional literature, equipment and other items in connection with the Business as shall be approved in writing by MPOne and to immediately desist from the use or display of any signs, materials or objects if MPOne directs. The SDP-MS/ its personnel shall display identification cards issued / approved by MPOne when visiting/ interacting with customers.
- 7.12 Maintain the interior and exterior of the Premises and all parts thereof to the satisfaction of MPOne and to ensure that any requirements of MPOne in this regard are fulfilled.
- 7.13 Operate the business during the term of this Agreement on such days and between such hours, as MPOne shall specify.
- 7.14 Permit MPOne and their representatives to enter the Premises as and when required for the purposes of ascertaining whether the provisions of this Agreement are being complied with or any other purpose.
- 7.15 Comply with procedures/ guidelines as specified by MPOne from time to time for submission of reports/ information to MPOne on the website notified to the SDP-MS or by such other means/ procedures as may be notified to the SDP-MS from time to time.
- 7.16 Keep updated about information/ rules/ guidelines as specified by MPOne from time to time.
- 7.17 SDP-MS agrees and acknowledges that MPOne is not committing itself or

promising for provision of any work or specific work for any specific period under this Agreement and that the list of services to be offered by SDP-MSCs are subject to change at any time or from time to time at the sole discretion of MPOne and that the Service Charges payable to the SDP-MSCs are subject to change from time to time at the sole discretion and authority of MPOne.

3.1.1.1. TRAINING & FACILITIES

In the event of any requirement for the training of the employees/executives/ personnel, of the SDP-MSCs, MPOne shall on their own discretion provide such training to the employee/executives/ personnel at an extra cost to the SDP-MSCs.

MPOne shall at its sole option and discretion provide additional facilities to the SDP-MSCs depending upon several factors which include without limitation market potentiality of the area of operation of the SDP-MSCs, strategic importance of the area for MPOne, requirement of the SDP-MSCs, needs of the customers of MPOne etc.

MPOne may provide training to the personnel engaged or employed by the SDP-MSCs at its request at an extra cost to the SDP-MSCs.

9. ADDITIONAL LIABILITY

Without prejudice to any other liability or indemnification obligations of SDP-MSCs under this Agreement or under any law, and in addition to them, the SDP-MSCs shall be liable for any and all losses/ damages suffered or caused to be suffered or apprehended to be suffered by MPOne arising directly or indirectly from any dishonest, criminal or fraudulent act of any of the personnel engaged or employed by the SDP-MSCs.

10 RESTRICTION ON THE SDP-MSCs

Unless otherwise agreed to by MPOne, the SDP-MSCs shall:

- 10.1 Not use the name or Corporate logo of MPOne or any part thereof except as authorized by MPOne in writing.
- 10.2 Not do or omit to do any act or thing which may in the sole opinion of MPOne bring the name of MPOne or the Corporate logo of MPOne into disrepute or which may in the sole opinion of MPOne damage or conflict with the interests of MPOne.
- 10.3 Not use or publish any advertisements, signs, directory entries or other forms of publicity whether or not relating in whole or in part to the Business or display the same on or at the Premises unless the

same shall have first been submitted to and approved by MPOne.

- 10.4 Not work in a manner which in the opinion of MPOne may be detrimental to the interest of MPOne and which may affect the Business.
- 10.5 Not receive money in any form either by way of commission or brokerage from any customer or borrower of MPOne or from any third party for sourcing business or allow his judgment to be based on any extraneous thing other than the qualitative facts.
- 10.6 Not acquire any rights, title or license to any intellectual property rights owned or licensed by MPOne even if the SDP-MS had sued them under permission from MPOne in relation to conducting the Business and further, all benefits and goodwill resulting from any such usage of trademarks or other intellectual property rights owned or licensed by MPOne by SDP-MS shall inure to the sole benefit of intellectual property rights owned or licensed by MPOne.

11. ADVERTISING

- 11.1 The SDP-MS can undertake with the consent of MPOne the responsibility of advertising in the area of his operation for the purpose of this Agreement.
- 11.2 MPOne may, at its sole discretion, make available to the SDP-MS advertising materials including posters, leaflets, displays, flyers, stickers, signs, cards and notices and the SDP-MS shall at its own expense prominently display, maintain and distribute the same as the case may be. However if any additional advertising material is required by the SDP-MS, MPOne shall supply the same at such price fixed by MPOne.
- 11.3 The SDP-MS shall, at the expense of SDP-MS, co-operate with MPOne and the other SDP-MSs of MPOne in any special advertising or sales promotion or other special promotional activity and will engage in such other related activities as MPOne may direct.

12. FEES AND PAYMENT

- 12.1 The Fees to be paid and the mode of payment is as indicated in the Annexure I or as may be modified in writing from time to time by MPOne in this regard. Service Charges payable to the SDP-MS's are subject to change from time to time which will be intimated to the SDP-MS's whenever there is a change in that regard.

MPOne shall have the sole discretion and authority in this regard. All Payments to the SDP-MSc's are subject to receipt and realization of corresponding amounts by MPOne from the corresponding Departments.

- 12.2 MPOne shall, without prejudice to any other rights that it may have in this regard, have the right to suspend any payment that is to be made to the SDP-MSc, without liability or interest, if the SDP-MSc is, in the opinion of MPOne not performing its obligations under this Agreement properly until such time the SDP-MSc remedies such non-performance to the satisfaction of MPOne and that the SDP-MSc is performs its obligations hereunder in manner satisfactory to MPOne.
- 12.3 All payments shall be made to the SDP-MSc after making the statutory tax deductions at source and any other applicable taxes, if any. MPOne shall also have the right to set off, deduct and recover from the fees or any other amount payable to the SDP-MSc, any and all amounts which may be or become payable to MPOne or which the SDP-MSc is liable to pay to MPOne under this Agreement on any other account whatsoever. The SDP-MSc shall immediately reimburse any amount which has been accidentally paid to the SDP-MSc in the event of any delay in reimbursing the amount the SDP-MSc shall be liable to pay interest @ 15% p.a. on the said amount from the date of demanded the payment till the date of full payment. For the purpose of this clause any portion of the month shall be treated as full month.
- 12.4 All payments to SDP-MSc shall be made at the sole discretion of MPOne and if MPOne shall decide the SDP-MSc shall not be eligible to receive any fees after termination it shall be binding on the SDP-MSc.

13. ACCOUNTS AND RECORDS

- 13.1 The SDP-MSc shall maintain accurate accounts and records, statements of all its operations and expenses under this Agreement and submit a statement/report in the manner specified by MPOne.
- 13.2 The SDP-MSc shall forthwith upon being required by MPOne allow MPOne or any of its authorized representatives to inspect, audit for the purpose of accounts, service and management and take copies of any records which are directly or indirectly connected with the obligations of the SDP-MSc under this Agreement. The SDP-MSc shall also co-operate in good faith with MPOne to correct any practices, which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report of MPOne. However, upon discovery of any discrepancies or underpayment the SDP-MSc shall reimburse MPOne for such

discrepancies or overcharges including the expenditure incurred by MPOne Ltd. regarding the inspection.

14. TERMINATION

Without prejudice to any other remedies available under this Agreement or under the applicable law, MPOne may terminate this Agreement with or without cause by giving one month notice to the SDP-MS. The SDP-MS shall also have the right to terminate this Agreement by giving Two months notice. Either Party may terminate pursuant to Force Majeure. However, SDP-MS shall perform its obligations without any fail during the notice period in strict adherence to the terms and conditions of this agreement.

15. EVENTS FOR TERMINATION FORTHWITH

On the occurrence of any of the events specified below MPOne shall be entitled (without prejudice to any other right or remedies which MPOne may have under these presents or otherwise in law), to terminate this Agreement forthwith at any time after the occurrence of such event.

- i) If the SDP-MS fails or neglects to observe or commits or allows to be committed any breach of the terms, conditions, provisions or stipulations of this Agreement on its part to be performed and if such breach is remediable, fails to remedy such breach required to be remedied.
- ii) If any of the representations or warranties made by the SDP-MS are found to be false or wrong.
- iii) If the SDP-MS does or suffers any act or thing or omits to do or suffers to be done any act, thing, deed or matter whereof in the consequence of which the business of MPOne may or is likely to suffer.
- iv) If the SDP-MS by its act or omission gives to MPOne reasonable ground to consider that its rights may be prejudiced or jeopardised.
- v) If the SDP-MS fails to achieve the targets set out by MPOne for the duration stipulated.
- vi) If at any time it is found that the SDP-MS is acting either directly or indirectly as a SDP-MS, agent or representative of any other entity engaged in similar line of business.
- vii) Deterioration in financial strength of the SDP-MS.
- viii) If the SDP-MS has subsequently become incompetent to contract.

- ix) If the SDP-MSC or any third party has initiated bankruptcy or insolvency proceedings against the SDP-MSC in a court of law or with any appropriate authority or the SDP-MSC (if a company) is unable to pay its debts within the meaning of Section 434 of the Companies Act, 1956.
- x) If the SDP-MSC (if a company) is amalgamated with any other body corporate or any other body corporate is amalgamated with the Franchise without the prior permission of MPOnline.
- xi) If the SDP-MSC (if a company) is prevented by any competent regulatory agency from carrying on the business which is presently being carried on by it.
- xii) If an attachment or restraint has been levied on the SDP-MSC's properties or any part thereof or certificate proceedings have been taken or commenced for recovery of any dues from the SDP-MSC and the SDP-MSC does not take effective steps to the satisfaction of MPOnline for the cancellation of such attachment, restraint or certificate proceedings.
- xiii) A receiver or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the SDP-MSC.
- xiv) The SDP-MSC (if a partnership firm/ company) has taken or suffered to be taken any action for its reorganization, liquidation or dissolution.
- xv) Any other circumstances have occurred which, in the opinion of MPOnline; make it improbable for the SDP-MSC to fulfill its obligations under this Agreement.
- xvi) Any key employee or agent or representative of the SDP-MSC who is involved in performing SDP-MSC's obligations under this Agreement has been arrested by the police or charged with an offence including but not limited to involving moral turpitude or gross criminal intent or dishonesty or fraud or cheating or misappropriation or any offence under Negotiable Instruments Act.

16. CONSEQUENCES OF TERMINATION

Upon the termination or expiration of this Agreement for any reason, the SDP-MSC shall:

- 16.1 Immediately cease to operate as the SDP-MSC and not thereafter hold itself out in any way as the SDP-MSC and refrain from any action that would or may indicate any relationship between it and MPOnline. Submit the necessary reports as required by MPOnline regarding the transactions done till the date of termination.

- 16.2 Immediately cease to use in any manner whatsoever name of MPOne and the Corporate logo and other marks of MPOne.
- 16.3 Return to MPOne forthwith or otherwise dispose of or destroy as MPOne shall direct all signs, advertising materials, stationery, invoices, forms, specifications, designs, records, data, samples, models, programs and drawings pertaining to or concerning the business of or bearing any of the corporate logos of MPOne. And if required by MPOne show the proof of destruction of the said material of MPOne. which is in the possession of SDP-MS.
- 16.4 Remove forthwith or permanently cover all signs or advertisements identifiable in any way with MPOne and in event of failure to do so promptly, to permit the authorized agents of MPOne to enter the Premises for such purpose.
- 16.5 Do all such acts and things and execute all such documents as MPOne shall require, in particular but without limitation such notification of cessation of this Agreement.
- 16.6 The expiration or termination of this Agreement shall be without prejudice to the accrued rights of the parties under any provision here of and shall remain in full force and effect and shall be enforceable notwithstanding such expiry or termination.

17. PRINCIPAL TO PRINCIPAL

Notwithstanding anything contained in any law for the time being in force, the term SDP-MS shall have the connotation as implied in this Agreement and it is clarified that this Agreement is on a principal to principal basis and does not create and shall not be deemed to create any employer-employee relation between MPOne and the SDP-MS and/or its Personnel. The SDP-MS and/or its Personnel shall not be entitled to, by act, word, deed or otherwise, make any statement on behalf of MPOne or in any manner bind MPOne or hold out or represent that the SDP-MS is representing or acting as agent of MPOne, except as provided and permitted in this Agreement. The activities of the SDP-MS and its Personnel shall not be construed to be MPOne activities. Save and except as may be expressly permitted by MPOne, the SDP-MS and its Personnel shall not at any time use the name / logo of MPOne in any sales or marketing publication or advertisement, or in any other manner without prior written consent of MPOne.

18. NO WARRANTIES WITHOUT AUTHORITY

- 18.1 The SDP-MS shall not make any statement, representation or claim and shall give no warranty to any person in respect of the Services save as may be specifically authorized in writing by MPOne.

18.2 Any representations or warranties by the SDP-MSD to any personnel employed or engaged by the SDP-MSD (whether or not under a contract for service) that they are being engaged or employed by MPOne shall be a breach of this Agreement and entirely without the authority of MPOne.

19. CONFIDENTIALITY OF OPERATION

19.1 All details, documents, data, applications, software, systems, papers, statements, business/customer information, promotional strategies, marketing plans and MPOne practices and trade secrets (hereinafter referred to as 'Confidential Information') which may be communicated to the SDP-MSD and /or its employees shall be treated as absolutely confidential and the SDP-MSD irrevocably agrees and undertakes and ensures that the SDP-MSD and its employees, agents, authorized representatives shall keep the same secret and confidential and not disclose the same, in whole or in part to any person without the prior written permission of MPOne nor shall use or allowed to be used any information than as may be necessary for the due performance of the SDP-MSD's obligation hereunder. The SDP-MSD hereby specifically agrees to indemnify and keep MPOne indemnified safe and harmless at all times against all or any consequences arising out of any breach of this undertaking by the SDP-MSD and/or its employees agents, authorized representatives and shall immediately reimburse and pay to MPOne on demand all damages, loss, cost, expenses or any charges including attorney's fees that MPOne may suffer, incur or pay in connection therewith.

19.2 The SDP-MSD agrees:

- i) To take all necessary action to protect the confidential information against misuse, loss, destruction, deletion and/or alteration.
- ii) Not to misuse or permit misuse directly or indirectly, or exploit the confidential information for economic or other benefit.
- iii) Not to make or retain any copies or record of any confidential information submitted by MPOne other than as may be required for the performance of the SDP-MSD's obligation under this Agreement.
- iv) To notify MPOne promptly of any unauthorized or improper use or disclosure of the information.
- v) To return all the information which is in the custody of the SDP-MSD at the end of the specific assignment.

19.3 All the indemnities shall survive the termination or expiry of this Agreement.

19.4 The SDP-MSD hereby unconditionally agrees and undertakes that it shall not and that its personnel shall not disclose or publish the terms and conditions of this Agreement or disclose the information submitted by MPOne under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing of any of the SDP-MSD's obligations under this Agreement.

20. EXCLUSIVITY

The SDP-MSD shall provide service on an exclusive basis to MPOne and shall not during the term of this Agreement act either directly or indirectly as a SDP-MSD or agent or representative of any company, firm or legal entity engaged in a similar line of business as that of MPOne unless otherwise agreed to by MPOne in writing.

MPOne may, however, without being required to inform or take consent of the SDP-MSD, engage any other person or entity to perform functions same or similar to the one being performed by SDP-MSD under this Agreement and the SDP-MSD shall, on request from MPOne, fully cooperate with such entity or person appointed by MPOne.

21. INDEMNITY BY THE SDP-MSD

Without prejudice to any other indemnity obligations under this Agreement or in law that the SDP-MSD is obliged to perform, The SDP-MSD hereby agrees and undertakes to fully and effectively indemnify and keep indemnified MPOne before as well as after the expiry or termination of this Agreement against:

- i) all loss, misappropriations, misuse or damage of or to the documents or any other security instruments which are in possession of the SDP-MSD or its personnel or within the control of the SDP-MSD or its personnel.
- ii) Any or all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against MPOne and /or any customer directly or indirectly by reason of –
 - a) any wrongful, incorrect, dishonest, criminal, fraudulent, or negligent work, misfeasance, disregard of duties by the SDP-MSD or its personnel; and / or
 - b) any theft, robbery, fraud or wrongful act or omission by the SDP-MSD or its personnel; and/or
 - c) Any breach of any of the provisions of this Agreement by the SDP-MSD or its personnel; and/or
 - d) Any loss or damage caused to MPOne or its customers for any default or mistake or error or commission any act which is not authorized or done in accordance with the procedures laid down by MPOne; and / or

- e) Any loss or delay in handing over the amount paid by the customers to MPOne.
 - f) For any act or omission of SDP-MS or employee or agent or representative of SDP-MS, punishable under Negotiable instruments act
- 21.1 MPOne shall have no liability whatsoever for any injury to the SDP-MS or its personnel in the course of performance of the SDP-MS's obligations under this Agreement.
- 21.2 Notwithstanding anything stated anywhere in this Agreement, the SDP-MS shall be liable for any claims, losses, damages, costs, charges, expenses on account of incorrect calculations done by the SDP-MS or any of its personnel.

Notwithstanding anything contained in this Agreement or any other documents executed or to be executed between the parties, all indemnities shall survive expiry or termination of this Agreement and the SDP-MS shall continue to be liable under the indemnities.

The SDP-MS shall ensure that on termination of services of any personnel or in the event of discontinuance of service of any person engaged by the SDP-MS, the SDP-MS shall withdraw all the authorizations given to such personnel and ensure that on termination or discontinuance of service due caution is exercised to ensure that under no circumstances the ex-personnel represent SDP-MS. The SDP-MS agrees to indemnify MPOne against any loss or damage including attorney's fees suffered by MPOne for any act of the ex-personnel.

22. THIRD PARTY LIABILITY

The SDP-MS specifically agrees that for any act of the SDP-MS, no claim shall lie against MPOne from any third party and MPOne shall not be held liable in any circumstances for the acts of the SDP-MS. All claims of third parties shall be defended by the SDP-MS and MPOne shall be kept indemnified against all claims, losses, damages, charges including attorney's fees etc.

23. ASSIGNMENT AND SUB- CONTRACTING

The SDP-MS shall itself perform its obligation under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligation under this agreement except with prior written permission of MPOne. However, MPOne shall be entitled to assign/transfer its rights and benefits under this Agreement.

24. JURISDICTION

It is agreed by and between the parties that the Courts of Bhopal shall have the exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way relating to this Agreement. This agreement shall be

governed by and construed in accordance with the applicable Laws of India.

25. LIMITATION OF LIABILITY OF MPONLINE

25.1 Notwithstanding any other term contained herein, the total liability of MPOnline under this Agreement shall not exceed the actual amounts received from the SDP-MSD in regards to the particular claim in the particular claim period for the reasons solely and specifically attributable to MPOnline and SDP-MSD has in no way contributed to it by way of its acts or omissions or any event of Force Majeure..

25.2 The liability provisions stated hereinabove shall be valid, provided that (a) SDP-MSD notifies MPOnline immediately of such claim being brought in and in any case not later than thirty days from the date of the claim, (b) MPOnline is granted full and unfettered authority to defend, negotiate, compromise or otherwise settle the said claim at its own cost; (c) SDP-MSD does not make any statements or admissions with respect to the claim without obtaining the prior written permission of MPOnline and (d) SDP-MSD provides MPOnline with all reasonable information, and assistance as requested by MPOnline in performing its indemnity obligations

25.3 In no event shall be MPOnline liable to the SDP-MSD for any indirect, incidental, consequential, special or exemplary damages, nor for any damages as to lost profit, data, goodwill or business, nor for any reliance or cover damages arising out of either the performance or non performance of any terms of this Agreement by MPOnline, even if MPOnline was advised about the possibility of the same.

26. NOTICE

Any notice under this Agreement shall be in writing and shall be addressed to the SDP-MSD or to MPOnline at the address mentioned hereinabove and for proving the service it shall be sufficient to show that the envelope containing the notice was properly addressed and posted. Any notice shall be sent by registered post AD to the address of the SDP-MSD or to MPOnline at the address mentioned above.

In case of MPOnline a copy of notice shall be sent to
General Counsel
Nirupam shopping Mall
2nd Floor Hoshanghabad Road
Ahmedpur Bhopal- 462026
Phone 0755 – 4019401 to 406 (six lines); Fax: 4019000

27. INTELLECTUAL PROPERTIES:

The Intellectual Property Rights (IPR) in all the deliverables and documentation associated therewith and developed hereunder and ownership of tools, processes, utilities, and methodology including any MPOne proprietary products or components thereof used in the provision of services or development of Deliverables and all new ideas, inventions, innovations, or developments conceived, developed or made by MPOne or SDP-MSD or its/theirs Consultants/Employees/agents/representatives while providing services hereunder shall remain the absolute property of MPOne.

28. FORCE MAJEURE:

If either of the two parties is prevented, restricted, delayed or interfered by reason of:

- i) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
- ii) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
- iii) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- iv) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or
- v) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice to the other party upon becoming aware of an Event of Force Majeure, and mentioning details of the circumstances giving rise to the Event of Force Majeure.

If the Event of Force Majeure continues for more than twenty 20 days either party shall be entitled to forthwith terminate the contract at any time thereafter after giving the other party notice of the same. Neither party shall have any liability to the other party in respect of the termination of this contract as a result of an Event of Force Majeure.

However MPOne shall be entitled to receive payments for all transactions under this Agreement.

29. ENTIRE AGREEMENT:

Subject to any terms implied by law, this agreement constitutes the entire agreement between SDP-MSD and MPOne in relation to the subject matter of this agreement. Where the provisions of this agreement conflict

with the standard terms and conditions of MPOne, such terms and conditions are hereby waived.

30. MODIFICATION

Modification of this agreement shall be effective only when agreed in writing and duly signed on behalf of SDP-MS by SDP-MS's Representative and on behalf of MPOne by MPOne's Representative.

31. SEVERABILITY:

If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term clause or provision shall be deemed to have been deleted from this Agreement.

32. WAIVER:

No forbearance, indulgence or relaxation's by any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Agreement shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Agreement.

33. NON-SOLICITATION:

Neither Party will, without the consent of the other Party, employ or offer to employ (whether under a contract of service or under a contract for services) any person engaged or previously engaged by the other party in relation to the project or entice or attempt of entice either directly or indirectly any person employed by MPOne to leave the employment of MPOne, during the subsistence of this agreement and until a period of 24 months has expired after the termination or expiry of this agreement

34. ARBITRATION:

In the event of any dispute, differences or controversy between the Parties to this agreement in connection with or arising out of this Agreement, the parties shall first endeavor to co-operate to resolve the dispute or controversy by mutual consultation and agreement. In the event that the dispute or event is not resolved by mutual consultation and agreement, the same shall be referred to the Arbitration according to the Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be Bhopal. Language of the arbitration shall be English.

35. AUTHORITY:

Each signatory to this Agreement represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this Agreement to execute the same in a manner binding upon said Party and that all corporate approvals and procedures necessary for vesting such authority in him have been duly complied with.

The parties to this Agreement have set their hands on the day mentioned here above.

SIGNED AND DELIVERED
by the within named party
hand of i.e. **MPOnline**,

SIGNED AND DELIVERED
by the SDP-MSC i.e., under the
under the hand of

Shri _____

Shri

1.

Witness:

1.

2.

Witness:

1.

2.

* In case of a Company the Board Resolution shall be obtained duly authorizing the SDP-MSC to enter into the Agreement and authorizing any official to sign on behalf of the Company.

In case of a partnership all the partners shall sign or any one duly authorized by all shall sign.