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**E-Voting Contract**

This Contract (“**Contract**”) is executed on …………………………… between …………………………………………………..**,** a ……………………………………. incorporated under ………………………………………………………………. having its registered office at ………………………………………………………………………………………………………………………………… represented by **……………………………………………………………** for the election with all its heirs, executors, administrators, legal representatives and permitted assignees (hereinafter referred to as the “**First Party**” or “**CLIENT”)**

AND

**Right2Vote Infotech Pvt. Ltd. (Right2Vote), a limited liability company** incorporated under **The Indian Companies Act 2013,** having its registered office at **B406, Hillside, Raheja Vihar, Chandivali, Mumbai 400072** represented by **Neeraj Gutgutia, CEO** with all its heirs, executors, administrators, legal representatives and permitted assignees (hereinafter referred to as the “**Second Party**” or **“Right2Vote”)**
(First Party and Second Party may be hereinafter individually referred to as '**Party**' and collectively as **'Parties**').

 **WHEREAS**A. CLIENT is seeking to use the services of Right2Vote’s Voting Technology Platform to accomplish Voting for **…………………..................................................................** onthe date **……………………………… .**

B. This arrangement is being entered into between the Parties herein, in good faith and trust with the following terms and conditions, binding upon them and enforceable in accordance with the law in vogue in India governing the subject covered in this agreement.

C. **CLIENT** is ……………………………………………………………….. (mention the nature of the organization)

D. Whereas the Right2Vote is an Online Voting Technology Platform Service Provider.

E. Both the parties now wish to enter into this Agreement for recording the framework, terms and conditions that would govern the agreement.

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Purpose/Scope of the Agreement:

Right2Vote to provide its Remote Voting Technology Platform Service for CLIENT election to be held on …………………......................**

**Responsibility of Right2Vote**

Right2Vote would be offering following service:

1. Safe and secure remote voting platform to hold election for ……………… number of voters
2. Email ID / Mobile number based remote authentication feature (Client should select one between email ID or mobile number. Medium of invite, voter authentication, OTP medium, voter receipt medium would remain the same based on selection).
3. Website, Android and iOS based interface
4. Email / Mobile number based individual invites to voters.
5. Up to 3 email / SMS based reminders
6. Following poll feature setting (Please select the features required and cross out features that is not required)
	1. Secret Ballot
	2. Audit Trail (IP address and time of voting)
	3. Result post poll close / Live results
	4. Voter receipt by email / SMS
	5. Vote record (not available with secret ballot)
	6. Team Election
	7. Weighted votes (premium feature)
	8. Single transferable Preference Vote (premium feature)
	9. Geo tagging (premium feature)
	10. Geo fencing (premium feature)
	11. Voter Selfie (premium feature)
	12. Allow vote change
	13. Allow question skip
	14. Allow nomination
	15. Shareholder voting
	16. Maker – checker – scrutinizer (premium feature)
	17. Double verification (premium feature)
	18. Server confirmation (premium feature)
	19. Candidate picture on ballot page
	20. …………………………..
	21. …………………………….

NOTE: CLIENT has to ensure all their technical requirements are decided in advance and captured in their contract. Any change order will have cost and time implications. Hence, we request CLIENT to explicitly mention all requirements and confirm the features mentioned above.

1. **Confidentiality:** Right2Vote would be responsible to maintain full confidentially of email IDs / Mobile numbers provided of the members and also of the eVoting results. Right2Vote cannot share email IDs / Mobile numbers with any third party apart from the purpose of eVoting. Right2Vote also cannot use the email IDs for marketing or other promotional activities.

NOTE:

1. Right2Vote would prefer clients to provide email IDs for all members or mobile numbers for all members. However, CLIENT may provide email IDs for few members and Mobile numbers for other members. Its responsibility of CLIENT to provide the voter list and mobile numbers and email IDs. Voters for whom email ID is provided, their email ID would become the log in ID and OTP would be received via email. For voters for whom mobile number is provided, Mobile number will become log in ID and OTP would be received via SMS. Please note, the voter would not have the choice to vote from any ID. They will have to specifically use the ID provided in the voter list.
2. The complete voting process would be remote online voting. Right2Vote would not be providing any hybrid options or physical voting option. In case some voters of CLIENT fail to provide email ID / mobile number and CLIENT decides to provide them physical voting option, they need to be excluded from eVoting voter list. And CLIENT would be responsible for adding up the results. Right2Vote would only provide machine generated result for eVoting.

**Ownership of platform and intellectual property rights**

To be very clear, this is just a service contract for election management services with use of technology and not a platform development contract. Voting platform service is being provided only for one time use under the contract. The ownership of the platform and all intellectual property rights will always remain with Right2Vote and at no point CLIENT can claim any rights on the platform.

**Delivery of Emails / SMS**

Right2Vote would be sending out automated invite and reminders to voters. Sending out reminders is also a way to mitigate the risk of non delivery of invite email / SMS. Even if voters do not receive the invite or reminder email/SMS, voters would be able to access the poll by logging into the Right2Vote platform after using their authorised email ID / Mobile number (as provided in voter list) as log in ID. CLIENT is requested to make its members aware that their registered email ID / Mobile number is their Log In ID.

**Responsibility of CLIENT**

1. CLIENT undertakes and confirms that they are authorised to conduct this eVoting. They have all the required approvals.
2. CLIENT undertakes and confirms that no legal case is pending which raises question mark on their authority to conduct this eVoting.
3. CLIENT undertakes and confirms that they have full authority to share email IDs / mobile numbers and other details of the voters / members with Right2Vote for eVoting purpose.
4. CLIENT also confirms that if any member brings in legal case against Right2Vote for using their private data for eVoting purpose, CLIENT will indemnify Right2Vote.
5. CLIENT confirms that they understand the meaning of SECRET BALLOT and undertakes that they, their representatives, their members and their voters would not demand individual voter vote details in case of SECET BALLOT poll under ANY circumstance.
6. CLIENT undertakes to provide following information to Right2Vote minimum 3 days before the start of the elections:
7. Complete and accurate voter list.
8. Voter list should include unique email ID / Mobile number of each and every voter. Email ID / Mobile number would be used for remote authentication of voter and if email ID / mobile number is not correct, the voter would be denied his right to vote. Incorrect email ID / Mobile number can also lead to wrong person voting in place of the voter.
9. CLIENT acknowledges that this is the most important and controversial component of any election. The complete responsibility of the accuracy and completeness of the voter list is that of CLIENT and Right2Vote is not responsible for any mistakes, errors, or incompleteness of the same.
10. CLIENT acknowledges that voter list once provided (minimum 3 days before start of the poll) would be frozen and no further changes would be allowed in the same. In case any changes are made in voter list thereafter, Right2Vote would be absolved of all the liabilities under the contract. Also, each change in voter list would be charged extra with minimum charge being Rs. 10,000 per change.
11. Poll start time and end time
12. Ballot paper details including name of the post, name of the candidates, picture of the candidate, sequence of listing
13. All other information required for the creation and management of election on the platform
14. Make payments as agreed under the contract in time
15. Ensure only one authorised person communicates with the Right2Vote team
16. Indemnify and protect Right2Vote from any litigation or third-party liability

**Charges:-**

CLIENT will pay Rs. 10,000 (Rs. Ten Thousand only) as the platform service charges.

The above charge does not include:

i) Customization – Any customization would be charged extra based on time and effort required

ii) Human support charges – Any human support would be charged extra at the rate of Rs. 10,000/ hour based on time and effort required. This would be applicable even if it relates to demonstration, mock voting, discussion, contract signing, legal discussion etc. Other expenses like flight, hotel, taxi, out of pocket, third party consultant charges would be on actuals.

iii) Charges for premium features

iv) Rs. 100 per international mobile number

v) Special requirement charges for short duration, long duration, long candidate list etc.

vi) GST @18%.

The above rate is calculated assuming there would be 200 voters in the voter list. If there is a change in number of voters, the value of the contract would be adjusted accordingly. The applicable rate would be Rs. 10,000 for up to 200 voters and Rs. 25 per voter for every voter beyond 200. Plus GST. In case premium features are used, the charges would be extra.

**Payment terms:**

100% of the payment need to be made minimum 15 days in advance of the election date. Right2Vote is not bound by the contract, pricing or other terms till 100% advance is received.

For any payment delay, interest 18% per annum is applicable.

**Bank Account and GST Details**

Bank Account Name: Right2Vote Infotech Pvt Ltd.

Bank Account No: 195605000079

Bank: ICICI Bank Ltd

Branch: Central Avenue, Powai, Mumbai, India

IFSC code: ICIC0001956

GST no: 27AAHCR4661C1ZF

PAN no: AAHCR4661C

**Limitation of liability**

Notwithstanding, anything mentioned in this contract, the liability of Right2Vote would be limited to value of the contract i.e. Rs. 10,000

In case CLIENT is dissatisfied with the service they can maximum claim for refund of the amount paid for the service. No punitive damages, incidental expenses or any other kind of claim can be made by CLIENT or any third party against Right2Vote. Before claiming for refund, CLIENT would need to cancel the elections and conduct fresh election. In case they use the results of the elections they cannot deny full payment to Right2Vote. Also, CLIENT need to provide reasonable reason for cancellation of election and the reason should be related to service quality of Right2Vote. If voting is cancelled before or after election date due to any other reason including change of law, internal approvals or any other reason, CLIENT would still be liable to make payment to Right2Vote in full.

CLIENT also undertake to protect and indemnify Right2Vote against any third party claims due to this election. CLIENT acknowledges that in elections the losing party generally tries to find fault in the system and there is always a risk of such party going for litigation. Considering all interested party is the election are also member of CLIENT organization / related / associated to CLIENT, CLIENT undertakes to indemnify Right2Vote against all litigations and claims related to this election. CLIENT has to ensure that none of the voters or candidates directly contact Right2Vote and if they waste time of Right2Vote, CLIENT agrees to pay for Right2Vote’s time.

**Litigation**

CLIENT acknowledges that in an election there is one winner and several losers. And a loser tries to blame the system. CLIENT also acknowledges that in a SECRET BALLOT voting, individual voter’s vote preference cannot be made public under any condition. Client confirms that requirement of SECRET BALLOT is a CLIENT or legal requirement and Right2Vote has no interest in holding back or hiding such information. CLIENT also understands that lack of individual voter data gives an excuse to the losing party to raise doubts about the result and the system. In such situations CLIENT understands that Right2Vote cannot take the risk of litigation.

Hence, CLIENT confirms that they do not have any option to file any complaint, case or initiate any litigation against Right2Vote with any government or other authorities. The maximum they can demand is a refund of the amount already paid for the specific service. They cannot claim even a rupee more than the amount already paid and can never file a criminal complaint. CLIENT confirms that they have done their due diligence before using Right2Vote services and later they cannot challenge the Right2Vote system, result or any other deliverables from Right2Vote. If for any reason they are not satisfied with Right2Vote services, the maximum recourse they have is to ask for a refund of the money already paid for the specific election. The refund can also be asked for if client cancels the elections before opening of the results and due to deficiency of service from Right2Vote. CLIENT specifically confirms that it can never ask for audit or file a case of fraud, manipulation or cheating against Right2Vote and its employees.

CLIENT also confirms that none of its members or voters will file any complaint or case with police, court or any government authorities relating to the eVoting. If any member or voter starts any litigation against Right2Vote, the CLIENT confirms that it will not only indemnify Right2Vote but also it will pay Right2Vote an advance of Rs. 20 lakhs to meet litigation expense within 48 hours of filing of complaint / case / litigation. CLIENTS also confirm that they will be responsible for covering all expenses relating to litigation including lawyers fees, travel expenses, third party consultants expenses. CLIENT also confirms that it would pay to Right2Vote Rs. 10,000 / hour for time spent by Right2Vote’s management and employees due to litigation by the CLIENT, CLIENT’s members, CLIENT’s voters or any of CLIENT’s associates and representatives.

**Other terms and Conditions:**

1. All communications between the parties herein will be made through their respective Official E-mail IDs given herein below for a recorded communication and instant monitoring of the entire exercise covered in this agreement to hasten the process of achieving the objective enshrined in this agreement. It shall be the responsibility of respective parties to keep track of the contents of the e-mails sent by other parties on real-time basis and shall bring the contentious issues to the notice of the other parties in their periodical e-meetings.

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| --- | --- | --- |
| Sl No. | Party | Official E-mail ID |
| 1 | First Party | ………………………………. |
| 2 | Second Party | neeraj@Right2Vote.in |

1. All disputes between the parties shall be resolved through amicable in-house consultation processes. All efforts shall be made by both the parties to resolve the differences to the aforesaid consultation process. However, on failure of such consultation process, the dispute and disagreement arising out of this agreement shall be referred to a single mutually agreed Arbitrator whose award will be binding on both parties.  Such arbitration proceedings shall comply with the Indian Arbitration and Conciliation Act, 1996. The place of arbitration will be in Mumbai.
2. Applicable courts would be courts in Mumbai. In no case, any party or third party can file case in any other court.
3. This contract will be governed by Indian law.

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| For: **…………………………………………………………..** | For: **Right2Vote Infotech Private Limited** |
| Name: ……………………………………………………………Designation: …………………………………………………..Address: ……………………………………………………….………………………………………………………………………..GST number:…………………………………………………PAN Number:……………………………………………… | Name: Neeraj GutgutiaDesignation: CEOAddress: Right2Vote Infotech Pvt Ltd, B406, Hillside CHS Ltd, Chandivali, Mumbai 400072GST No: 27AAHCR4661C1ZFPan No: AAHCR4661C |