

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

Claim Bridge Technologies Pvt Ltd a limited liability company incorporated under **The Indian Companies Act 2013**, having its registered office at **H-87 second floor, Block H sector 63 Noida, UP**. Represented by **Ankita Bhadoria, CEO** with all its heirs, executors, administrators, legal representatives and permitted assignees (hereinafter referred to as the “**Second Party**” or “**Claim-bridge**”). PollBag is a brand completely owned by Claim-bridge technologies pvt. ltd.
(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 PollBag’s Voting Technology Platform to accomplish Voting for on the 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 PollBag 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:

PollBag to provide its Remote Voting Technology Platform Service for CLIENT election to be held on

Responsibility of PollBag

PollBag would be offering following service:

1. Safe and secure remote voting platform to hold voting event for number of voters
2. Email ID / Mobile number based remote authentication feature. OTP based authentication.
3. Website based interface
4. Email / Mobile number based individual invites to voters.
5. Multiple email / SMS based reminders
6. Audit Trail
7. Scrutinizer based e-voting event (premium feature)
8. E-voting report and a certificate

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.

9. **Confidentiality:** PollBag would be responsible to maintain full confidentiality of email IDs / Mobile numbers provided of the members and also of the e Voting results. PollBag cannot share email IDs / Mobile numbers with any third party apart from the purpose of e Voting. PollBag also cannot use the email IDs for marketing or other promotional activities.
1. PollBag 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. PollBag 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. PollBag 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 PollBag and at no point CLIENT can claim any rights on the platform.

Delivery of Emails / SMS

PollBag 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 PollBag platform after using their authorized email ID / Mobile number (as provided in voter list) as login ID. CLIENT is requested to make its members aware that their registered email ID / Mobile number is their Login ID.

Responsibility of CLIENT

CLIENT undertakes to provide following information to PollBag minimum 24 hours before the start of the elections:

1. Complete and accurate voter list.
 - a) 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.
 - b) No duplicate email ID/Mobile number in the voter list, for any such entries CLIENT is suggested to either provide alternative email ID/mobile number for such users or club their voting share.
 - c) 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 PollBag is not responsible for any mistakes, errors, or incompleteness of the same.
 - d) CLIENT acknowledges that voter list once provided and evoting event has started, no further changes would be allowed in the same. In case any changes are made in voter list thereafter, PollBag would be absolved of all the liabilities under the contract.
2. Poll start time and end time

All other information required for the creation and management of election on the platform

- Make payments as agreed under the contract in time
- Ensure only one authorized person communicates with the PollBag team
- Indemnify and protect PollBag from any litigation or third-party liability

Charges:-

CLIENT will payas 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 based on time and effort required. Please note: Day rate for directors is Rs.per day. Day rate of other employees is Rs. ... per day. Other expenses like flight, hotel, taxi, out of pocket would be on actuals. This would be applicable even if the travel is required for demo / discussion / contract signing / legal discussion etc.
- 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.
- v) GST @18%.

The above rate is calculated assuming there would be 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. 8,000 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. PollBag 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

In favor, of -Claim Bridge Technologies private limited

Bank & Branch: ICICI Bank

Account No.:107005012605

IFSC Code: ICIC0001070

Limitation of liability

Notwithstanding, anything mentioned in this contract, the liability of PollBag would be limited to value of the contract i.e

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 PollBag. 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 PollBag. Also, CLIENT need to provide reasonable reason for cancellation of election and the reason should be related to service quality of PollBag. 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 PollBag in full.

CLIENT also undertake to protect and indemnify PollBag 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 PollBag against all litigations and claims related to this election. CLIENT has to ensure that none of the voters or candidates directly contact PollBag and if they waste time of PollBag, CLIENT agrees to pay for PollBag’s time.

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.

Sl No.	Party	Official E-mail ID
1	First Party
2	Second Party	

2. 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.
3. Applicable courts would be courts in Delhi. In no case, any party or third party can file case in any other court.
4. This contract will be governed by Indian law.

For:	For: Claim-bridge technologies Pvt Ltd.
Name:	Name: Ankita Bhadoria
Designation:	Designation: CEO
Address:	Address: Claim Bridge technologies Pvt Ltd
.....	H-87 second floor, Block H sector 63 Noida, UP.
GST number:.....	GST No: 09AAICC6525f1ZM
PAN Number:.....	Pan No: AAICC6525F