

e-Voting Agreement

This Agreement made and entered into at _____ this _____ day of _____,
_____ between

Central Depository Services (India) Limited, a company incorporated under the Companies Act, 1956, having its registered office at 17th Floor, Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai – 400 001, hereinafter referred to as “CDSL” (which expression shall unless it be repugnant to the context or contrary to the meaning thereof be deemed to mean and include its successors in business and assigns) of the First Part;

AND

_____, a company incorporated under the Companies Act, 1956 having their registered office at _____

_____ hereinafter referred to as "**the Corporate**" (which expression shall unless repugnant to the context or contrary to the meaning thereof, be deemed to mean and include its successors and assigns) of the Second Part;

AND

_____, (name of the Registrar to an Issue and/or Share Transfer Agent) a company incorporated under the Companies Act, 1956 having their registered office at _____

_____ hereinafter referred to as "**the RTA**" (which expression shall unless repugnant to the context or contrary to the meaning thereof, be deemed to mean and include its successors and assigns) of the Third Part.

CDSL, the Corporate and the RTA shall hereinafter be also jointly referred to as “Parties” and severally as the “Party”.

WHEREAS CDSL has offered to provide services for conducting e-Voting by the members of the Corporate on the resolutions requiring their approval either at the venue of the general meeting of the Corporate or through postal ballot or otherwise.

WHEREAS RTA has offered to provide to CDSL Register of members and communicate to CDSL sufficiently in advance the schedule of voting and the details of the scrutinizer appointed by it to enable CDSL to adhere to timelines prescribed by the Corporate.

AND WHEREAS Corporate is desirous of availing the services offered by CDSL.

AND WHEREAS for the purpose of this agreement e-Voting would mean voting by members of a Corporate on the resolutions requiring their approval by using the system provided by the CDSL for this purpose.

AND WHEREAS for the purpose of this agreement Register of members would mean details relating to the members of the Corporate irrespective of their mode of holding of the securities i.e in physical form or in dematerialized form or in other form in respect of which e-Voting is proposed to be conducted.

NOW THEREFORE all parties hereto are desirous of reducing the terms into writing and have entered into this agreement for the purpose of defining the *inter se* roles and responsibilities as specified hereunder:

1. Obligations of CDSL:

- a. CDSL shall arrange for the software and the system required for conducting e-Voting to enable the members of the Corporate to cast vote.
- b. CDSL shall observe the schedule of e-Voting and the timelines prescribed by the Corporate.
- c. CDSL shall capture the votes polled by the members on each resolution and arrange for access to the scrutinizer appointed by the Corporate in a secure manner for ensuring fair and transparent voting / ballot process.
- d. The results of the votes will delivered to the Corporate / RTA / Scrutinizer / Authorized agent appointed by the Corporate subject to receipt of payment as mutually agreed.
- e. CDSL will provide the final data containing the details of the Registrar of Members (submitted by the Corporate company), the resolutions uploaded / updated by the Corporate / RTA and the details of the votes polled within 30 days from the close of vote

or such time as may be mutually agreed in writing . Thereafter, the data would be deleted / purged from the CDSL system and the Corporate would be solely responsible for the safekeeping of the data so provided by CDSL.

- f. CDSL shall ensure confidentiality of the information /data received from the Corporate in respect of its members, and shall not divulge it to any third party except where it is required or directed in writing by any court, tribunal, Central or State Government, or any other judicial or regulatory authority empowered by law in that behalf or as may be required for compliance with any obligations in law.
- g. CDSL shall not use the information /data received from the Corporate in respect of its members for any other purpose unless prior approval of the Corporate is obtained in this regard.

2. Obligations of Corporate:

- a. Corporate shall be responsible for compliance of provisions of Company Law or any other statute governing e-Voting.
- b. Corporate is aware that CDSL is only providing services for conducting e-Voting by the members of the Corporate and it is the responsibility of the Corporate to ensure that the process used for e-Voting is in conformity with the rules prescribed for voting.
- c. Corporate shall intimate to its members rules, timelines and schedule of e-Voting and ensure compliance by its members.
- d. Corporate shall not withdraw from the arrangement during the process of e-voting. In the event it decides to do so, it shall be solely responsible for consequences thereof including but not limited to the resolution of complaints/ claims of its members, if any.
- e. Corporate shall intimate the password to each of its members to ensure non-duplication of voting.
- f. Corporate shall pay to CDSL charges for providing aforesaid services as may be agreed upon, separately.
- g. Loss or any claim made regarding compromise of password security shall not be attributable to CDSL.

3. Obligations of RTA:

- a. RTA shall not withdraw from the arrangement during the process of e-Voting. In the event it decides to do so, it shall be solely responsible for consequences thereof including but not limited to the resolution of complaints/ claims of members of the Corporate, if any.
- b. RTA shall provide to CDSL Register of members and communicate to CDSL sufficiently in advance the schedule of voting and the details of the scrutinizer appointed by it to enable CDSL to adhere to timelines prescribed by the Corporate.
- c. RTA shall pay to CDSL charges for providing aforesaid services as may be agreed upon, separately.

4. Indemnity:

- a. CDSL shall indemnify the Corporate/RTA for any loss caused to or any claims made against the Corporate/RTA due to non-fulfillment of its obligations under the agreement by CDSL. However liability of CDSL shall be limited to the payment received by it for the services rendered under this agreement.
- b. Corporate/RTA shall indemnify CDSL for any loss caused to or any claim lodged against CDSL, due to non fulfillment of its obligations under the agreement by the Corporate/RTA.

5. Termination:

Each party can terminate this agreement after giving a prior notice of 30 days to the other party. However, in case the process of e-voting has been started by the corporate by generation of Electronic Voting Sequence Number (EVSN), the period of 30 days shall be reckoned from the date of completion of the process i.e. receipt by Corporate of final data containing the details of the Register of Members (submitted by the Corporate), the resolutions uploaded / updated by the Corporate / RTA and the details of the votes polled.

6. Service of Notice:

- a. Any notice or communication required to be given under this Agreement shall not be binding unless the same is in writing and shall have been served by delivering the same at the address set out hereinabove or such other address as may be notified against a written acknowledgement of receipt thereof or by sending the same by pre-paid registered post at the aforesaid address or transmitting the same by facsimile transmission, electronic mail or electronic data transfer at number or address that shall have been previously specified by the party to be notified.
- b. Notice given by hand delivery shall be deemed to be delivered at the time of delivery.
- c. Notice sent by post in accordance with this clause shall be deemed to be given at the commencement of business of the recipient of the notice on the fifth working day next following its posting.
- d. Notice sent by facsimile transmission, electronic mail or electronic data transfer shall be deemed to be given at the time of its actual transmission.

7. Force Majeure:

Notwithstanding anything contained herein, neither party hereto shall be liable to indemnify or compensate the other for any breach, non-performance or delay in performance of any obligations under this agreement or for any harm, loss, damage or injury caused to the other due to causes reasonably beyond its control including but not limited to tide, storm, cyclone, flood, lightning, earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, interruption or failure of any utility service, enemy action, criminal conspiracy, act of terrorism or vandalism, sabotage, unanticipated technological or natural interference or intrusion, loss or damage to satellites, unanticipated breakdown of the system, loss of satellite linkage or any other data communications linkage, loss of connectivity or any other irresistible force or compulsion.

8. Arbitration and Conciliation:

The parties hereto shall, in respect of any disputes and differences that may arise between them in respect of any matter stated in this Agreement, or in connection or arising out of

this Agreement or with regard to interpretation thereof shall refer the same to arbitration of a sole arbitrator. In the event of disagreement between the parties on appointment of a sole arbitrator, each of the parties hereto shall appoint its arbitrator and the two appointed arbitrators shall appoint third arbitrator who shall act as an umpire. The arbitration shall be governed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereto. The place of arbitration shall be Mumbai and the language of the arbitration proceedings shall be English.

9. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws in force in India.

9. Jurisdiction:

The parties hereto agree to submit to the exclusive jurisdiction of the courts in Mumbai.

10. Execution of Agreement:

This Agreement is executed in triplicate and a copy each shall be retained by each of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to this Agreement in duplicate on the day, month, year and place first hereinabove mentioned.

SIGNED AND DELIVERED)
by the withinnamed)
Central Depository Services (India) Limited)
by the hand of its authorised)
representative)
Mr. _____))
in the presence of)

SIGNED AND DELIVERED)

by the withinnamed)

_____)

by the hand of its authorised)

representative)

Mr. _____)

_____)

in the presence of)

SIGNED AND DELIVERED)

by the withinnamed)

_____)

by the hand of its authorised)

representative)

Mr. _____)

_____)

in the presence of)
