


Agreement No.: JTE 685

**Agreement
Between
Janaki Technology Pvt. Ltd.
And
Webtech Nepal Pvt. Ltd.**

Date: 12/15/2024

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Service Agreement

This Agreement ("Agreement") is made effective from 12/15/2024 to 12/14/2025

Janaki Technology Pvt. Ltd. (hereinafter referred to as "First Party") - a legal entity duly incorporated under the Laws of Nepal with registered office located at Pulchowk, Lalitpur.

Webtech Nepal Pvt. Ltd. (Vat/Pan No. 605917477 hereinafter referred to as, "Second Party")- organizing Committee/ a legal entity registered under the law of Nepal registered at Kathmandu Metropolitan City - Ward No - 2 Bungol Marg, Lazimpat collectively hereinafter referred to as "Parties", have entered into this Agreement.

Whereas:

- First Party is carrying out business in different types of VAS services in state of Nepal
- First Party agrees to provide its VAS service to Second Party under following terms and conditions and Second Party agrees to use the services under mentioned rights and obligations.

1. First Party's Terms and Conditions

First Party agrees to:

- 1.1. Provide Outgoing SMS Panel to Second Party connecting with major Telecom Service Providers of Nepal – NTC & Ncell.
- 1.2. Provide Reseller panel of SMS Credits of 25000 SMS to Second party.
- 1.3. Per SMS Credits for any additional SMS, then mentioned in Clause 1.2 will be Rs. 0.80 + Vat.
- 1.4. Provide Control Panel of First Party to Second Party with basic modules and features.
- 1.5. Provide online technical support.
- 1.6. Follow confidentiality obligations as presented under Clause 4: "Confidentiality Obligations".
- 1.7. For the purposes of execution of obligations by First Party as presented under Clause 1: "First Party's Terms and Conditions", First Party guarantees that services rendered hereunder:
 - 1.7.1. Have been legally created, licensed and received by Second Party and being the property of First Party.
 - 1.7.2. Contain only objective and true information meeting the Laws of Nepal.
 - 1.7.3. Contain no confidential information and information the distribution of which is prohibited by the applicable Laws of Nepal.
 - 1.7.4. First Party has full authority to render the services.

2. Deliverables from Second Party to First Party


The Second Party agrees to:

- 2.1.1. Backlinks: Second party shall provide do follow backlinks to First Party from their pages.
- 2.1.2. Execute obligations as presented under Clause 3: "Second Party's Rights and Obligations".
- 2.1.3. Follow confidentiality obligations as presented under Clause 4: "Confidentiality Obligations".

3. Second Party's Rights and Obligations

Second Party agrees following rights and obligations:

- 3.1. Perform all necessary technical works at their own end with online support from First Party. First Party will provide general technical details and support through online medium.
- 3.2. Provide the description for the purpose of using the provided short code wherever the short code is being used in any promotional materials.
- 3.3. Message content should not be subject to any kind of abuse, discrimination, threat or against the law and policy of Government of Nepal.
- 3.4. Refrain from spamming through First Party's system and connection and for the benefit of any Third Party without approval of First Party in written format.
- 3.5. Refrain from providing all information from/about telecom users (including names and mobile numbers) to any Third Party and their usage for spamming purposes.
- 3.6. Refrain from sending SMS to any person who is not directly/indirectly related to the Second Party and shall be termed as spamming and should face legal consequences if happened.



- 3.7. Ensure correctness and accuracy of information contained in the database.
- 3.8. Inform First Party about any or all foreseeable circumstances at pre-hand that can prevent, hamper or make Second Party unable to fulfill any obligation under this Agreement.
- 3.9. For the purposes of execution of obligations mentioned under Clause 3: "Second Party's Rights and Obligations", Second Party agrees to terms mentioned hereunder:
 - 3.9.1. First Party can revoke or change the sender if required.
- 3.10. For the purposes of execution of obligations mentioned under Clause 3: "Second Party's Rights and Obligations", Second Party guarantees that services rendered hereunder:
 - 3.10.1. Have been legally created, licensed and received by Second Party and being the property of First Party.
 - 3.10.2. Contain only objective and true information meeting the Laws of Nepal.
 - 3.10.3. Contain no confidential information and information which is prohibited by the applicable Laws of Nepal.
 - 3.10.4. Second Party has a copyright and has full authority to use the services provided to Second Party by First Party.

4. Confidentiality Obligations

- 4.1. Confidentiality and Non-Disclosure: This Section creates a non-disclosure agreement between the Parties for any disclosure of confidential and proprietary information by one Party to the other during the term of this Agreement, thus eliminating the need for separate non-disclosure agreements.
- 4.2. Confidential Information: For purpose of this Agreement, "Confidential Information" means written, documentary, oral or visual information of any kind disclosed by either Parties to the other, including, but not limited to:
 - 4.2.1. Cost of the services;
 - 4.2.2. Terms and conditions of this Agreement;
 - 4.2.3. Information of business, planning, marketing or technical nature, including financial data, plans, forecasts, market intelligence, concepts, fixed assets, customer information, strategies, agreements or other proprietary or confidential material which the disclosing Party may, at its sole discretion, disclose to the receiving Party;
 - 4.2.4. Models, tools, hardware and software, and
 - 4.2.5. Any document, report, memoranda, notes, files or analysis prepared by or on behalf of the receiving Party that contain, summarize or are based upon any Confidential Information.
- 4.3. Treatment and Protection: Each Party agrees to:
 - 4.3.1. Hold in strict confidence all Confidential Information of the other Party;
 - 4.3.2. Where applicable only to this Agreement, use the Confidential Information solely to perform or to exercise its rights under this Agreement, and
 - 4.3.3. Not transfers, display, convey or otherwise disclose or make available all or any Party of such Confidential Information to any third Party.
- 4.4. Exclusions: Each Party acknowledges that neither Party is bound by the obligations herein regarding Confidential Information that is proven to be:
 - 4.4.1. Publicly known through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated to protect such Confidential Information;
 - 4.4.2. Obtained independently from a third Party without an obligation of confidentiality to the disclosing Party and without breach of this Section;
 - 4.4.3. Furnished to others by the disclosing Party without similar restrictions on their right to use or disclose;
 - 4.4.4. Known by the receiving Party without any proprietary restrictions at the time of receipt of such information from the disclosing Party; or
 - 4.4.5. Independently developed by the receiving Party by persons who did not have access, directly or indirectly, to the Confidential Information of the other Party.
- 4.5. Remedies upon Breach: Each receiving Party acknowledges that the Confidential Information of the disclosing Party is central to the disclosing Party's business and was developed by or for the disclosing Party at a significant cost. Each Party further acknowledges and agrees that the other Party may have no adequate remedy at law if there is a breach or threatened breach of this Section. Accordingly, either Party may be entitled to injunctive or other equitable relief to prevent or remedy such breach. Such remedy will not be deemed to be the exclusive remedy for any such breach of this Section, but will be in addition to all other remedies available at law or in

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equity to the disclosing Party.

5. Disputes Settlement

- 5.1. Any dispute arising in connection with this Agreement shall be settled amicably between the Parties, failing this it shall in the First instance attempt to settle the dispute by mutual consultations.
- 5.2. If the dispute cannot be settled in the manner as referred to in above, it shall be settled in accordance with the Arbitration Act, 2055 (1999).
- 5.3. The laws of Federal Democratic Republic of Nepal shall be applicable to the arbitration proceedings.
- 5.4. This Agreement shall be governed by and interpreted in accordance with the laws of Republic of Nepal.

6. Agreement Validity, Amendment, Termination and Renewal

- 6.1. This agreement shall come into effect after its signing from both the Parties. During that period, the Agreement remains in full force and effect until the Parties fulfill their respective obligations hereunder in full.
- 6.2. This Agreement may be amended or supplemented under a mutual agreement of the Parties with a mandatory signing of a single document being integral Party hereof.
- 6.3. This Agreement may be terminated by either Party for convenience by providing one month notice to the other Party in writing. All obligations incurred by the Parties prior to such termination shall be fulfilled by each Party.

7. Legal Documents

Second Party should be a legal entity registered in the territory of Nepal and should provide a copy of following legal documents:

- 7.1. Company Registration
- 7.2. VAT/PAN Registration
- 7.3. TAX Clearance Certificate

SIGNATURES:

FIRST PARTY

Janaki Technology Pvt. Ltd.

Durgesh Kapali
Business Development Officer
9802005007
marketing@janakitech.com

SECOND PARTY

Webtech Nepal Pvt. Ltd.

Name: Sudeep Tamrakar
Designation: Creative Director
Contact No.: 9851045868
Email ID: info@webtechnepal.com

