

# WHITE LABEL HANDOVER AGREEMENT

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This White Label Handover Agreement (hereinafter referred to as the “**Agreement**”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, **20** (“**Effective Date**”),

## BY AND BETWEEN

1. **Taxado Technology Private Limited**, a company incorporated under the laws of India, having its registered office at \_\_\_\_\_, (hereinafter referred to as “**Taxado**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

## AND

2. [**Licensee Name**], a company/individual/partnership (select as appropriate) registered/incorporated under the laws of [Country/State], having its principal place of business at \_\_\_\_\_, (hereinafter referred to as the “**Licensee**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

Taxado and the Licensee may hereinafter be referred to individually as a “**Party**” and collectively as “**Parties**.”

## 1. RECITALS

1.1 **Business of Taxado.** Taxado is engaged in the business of developing, marketing, and licensing certain software platforms and related technology solutions, including associated products, documentation, materials, and services (collectively, the “**Products**”).

1.2 **White Label Opportunity.** The Licensee is desirous of obtaining certain rights, on a white label basis, to market, distribute, and/or sell one or more of Taxado’s Products, under the Licensee’s own branding or co-branding, subject to the terms and conditions set forth in this Agreement.

1.3 **Intent of the Parties.** Pursuant to this Agreement, the Parties desire to set forth the terms and conditions by which Taxado grants a license to the Licensee to use, market, and distribute the Product in a white-labeled manner.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## 2. DEFINITIONS

Unless otherwise stated in this Agreement, the following definitions apply:

2.1 “**Confidential Information**” shall mean any and all non-public, confidential, proprietary, or trade secret information, in whatever form or media, of a Party that is disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”). This includes, but is not limited to, information relating to the Disclosing Party’s business, operations, technology, products, services, financial information, customer lists, intellectual property, designs, specifications, know-how, and any other information that is either expressly

identified as confidential or would reasonably be understood to be confidential given the nature of the information or the circumstances under which it is disclosed.

2.2 **“End User”** shall mean any person or entity that purchases or otherwise acquires or uses the white-labeled Product under Licensee’s brand (or co-brand), as permitted under this Agreement.

2.3 **“Intellectual Property Rights”** means all copyrights, patents, trademarks, service marks, trade names, domain names, trade dress, know-how, trade secrets, and any other proprietary or intellectual property rights under the laws of any jurisdiction.

2.4 **“Product”** shall mean the specific Taxado software platform or technology solution (including any modifications, upgrades, enhancements, and related documentation) for which the white labeling rights are granted to the Licensee under this Agreement.

2.5 **“Territory”** means the geographical area in which the Licensee is authorized to market, distribute, and sell the Product. If no Territory is specifically identified in an attached Exhibit, then the Territory shall be [Worldwide / limited to a specific country or region].

### 3. GRANT OF LICENSE

3.1 **White Label License.** Subject to the terms and conditions contained in this Agreement, Taxado hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive, non-transferable, revocable right and license to use, market, distribute, and/or sell the Product under the Licensee’s own brand or co-brand (the **“White Label License”**).

3.2 **Scope of License.** The scope and limitations of the White Label License shall be as follows:

- (a) The Licensee may market, sell, or distribute the Product to End Users within the Territory strictly for their internal use, subject to the End Users agreeing to end-user terms that comply with this Agreement.
- (b) The Licensee shall not sublicense or transfer the White Label License to any third party without the prior written consent of Taxado.
- (c) The White Label License granted herein is subject to all terms, conditions, and restrictions set forth in this Agreement.

3.3 **Reservation of Rights.** All rights not expressly granted in this Agreement are reserved by Taxado. No implied licenses are granted under this Agreement, and Taxado retains all rights, title, and interest (including all Intellectual Property Rights) in and to the Product.

### 4. WHITE LABELING OBLIGATIONS

#### 4.1 Branding and Use of Marks.

- (a) The Licensee may label or brand the Product with its own trademarks, trade names, logos, or other branding elements (collectively **“Licensee Marks”**), provided such labeling and branding are approved in writing by Taxado in advance.
- (b) The Licensee’s use of the Product shall not violate or infringe any third-party rights.
- (c) The Parties agree that the Product may retain certain references or disclaimers (e.g., “Powered by Taxado”) if mandated by Taxado, subject to mutual agreement.

**4.2 Licensee's Marketing Materials.** The Licensee shall be solely responsible for creating its marketing materials, user documentation, and/or other collateral related to the white-labeled Product. However, such materials shall not misrepresent the functionality, features, or performance of the Product and shall comply with any relevant branding guidelines provided by Taxado.

**4.3 Quality Control.** The Licensee shall maintain the standard of quality and service consistent with the standards generally observed by Taxado for its own Products. Taxado shall have the right to review and approve the quality of the white-labeled Product, Licensee's materials, and any marketing or promotional activities related to the Product.

## **5. FEES AND PAYMENT**

**5.1 License Fees.** In consideration of the rights granted under this Agreement, the Licensee shall pay Taxado the agreed-upon fees in the amounts and on the schedule set forth in **Exhibit A** (the "**License Fees**").

### **5.2 Payment Terms.**

- (a) The Licensee shall pay all License Fees within [\_\_\_\_] days of receipt of the invoice from Taxado, unless otherwise specified in Exhibit A.
- (b) All payments shall be made in [currency], by wire transfer, or as otherwise agreed by the Parties in writing.
- (c) Late payments may, at Taxado's option, accrue interest at the rate of [\_\_\_\_]% per month, or the highest rate permitted by law, whichever is lower.

**5.3 Taxes.** The License Fees are exclusive of all taxes, duties, and other governmental charges (collectively, "**Taxes**"). The Licensee shall be responsible for payment of all such applicable Taxes.

## **6. SUPPORT AND MAINTENANCE**

**6.1 Support Services.** Taxado shall provide reasonable support services to the Licensee (and, if agreed, to End Users) in connection with the Product, either directly or through a mutually agreed process. The specifics of such support services, including levels of service, response times, and methods of delivery, may be set forth in **Exhibit B**.

**6.2 Updates and Upgrades.** Taxado may, at its discretion, provide updates, bug fixes, or upgrades to the Product during the Term of this Agreement. Such updates and upgrades shall be provided in accordance with the terms specified in Exhibit B (if applicable).

## **7. CONFIDENTIALITY**

**7.1 Protection of Confidential Information.** Each Party shall maintain the confidentiality of the other Party's Confidential Information and shall not disclose such Confidential Information to any third party without the prior written consent of the Disclosing Party. Each Party agrees to use the same degree of care it uses to protect its own Confidential Information but in no event less than a reasonable degree of care.

**7.2 Exceptions.** The Receiving Party's obligations under this Section 7 do not extend to information that:

- (a) is or becomes publicly available without breach of this Agreement;
- (b) was lawfully in the Receiving Party's possession before receipt from the Disclosing Party;

- (c) is received from a third party without an obligation of confidentiality;
- (d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or
- (e) is required to be disclosed by law or pursuant to a court order.

**7.3 Return or Destruction.** Upon expiration or termination of this Agreement, each Party shall promptly return or destroy all Confidential Information of the other Party, except for any record retention required by law or archived backups maintained in the ordinary course of business.

## **8. INTELLECTUAL PROPERTY RIGHTS**

**8.1 Ownership by Taxado.** Taxado retains and owns all right, title, and interest in and to the Product, including all Intellectual Property Rights embodied therein or related thereto. Nothing in this Agreement shall transfer or assign any ownership interest in the Product to the Licensee.

**8.2 Ownership by Licensee.** The Licensee shall own all right, title, and interest in and to its own trade names, trademarks, and branding materials (the "Licensee Marks").

**8.3 No Reverse Engineering.** The Licensee shall not (and shall ensure that End Users do not), directly or indirectly, disassemble, decompile, or reverse engineer the Product, nor attempt to derive or reconstruct source code from the binaries, except to the extent expressly permitted by applicable law.

## **9. REPRESENTATIONS AND WARRANTIES**

**9.1 Mutual Warranties.** Each Party represents and warrants that:

- (a) It is duly organized and in good standing under the laws of its jurisdiction.
- (b) It has the right, power, and authority to enter into and perform under this Agreement.
- (c) The execution and delivery of this Agreement and the performance of its obligations do not conflict with any agreements to which it is bound.

**9.2 Product Warranty.** Taxado warrants that, for a period of [ ] days from delivery (the "Warranty Period"), the Product will perform substantially in accordance with the applicable documentation. The Licensee's exclusive remedy and Taxado's sole liability for a breach of this warranty shall be the correction or replacement of the Product, at Taxado's discretion.

**9.3 Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 9, TAXADO DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **10. LIMITATION OF LIABILITY**

**10.1 Exclusion of Consequential Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, BUSINESS, OR DATA), WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.2 Liability Cap.** THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY THE LICENSEE TO TAXADO UNDER THIS AGREEMENT IN THE [ ] MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## **11. INDEMNIFICATION**

**11.1 By Taxado.** Taxado shall defend, indemnify, and hold harmless the Licensee from and against any third-party claim, suit, or proceeding (and any resulting damages, liabilities, costs, and expenses, including reasonable attorneys' fees) alleging that the Product infringes or misappropriates any third-party Intellectual Property Right, provided that the Licensee:

- (a) promptly notifies Taxado in writing of the claim,
- (b) grants Taxado sole control of the defense and any settlement of the claim, and
- (c) cooperates with Taxado to facilitate the defense or settlement of the claim.

**11.2 By Licensee.** The Licensee shall defend, indemnify, and hold harmless Taxado from and against any third-party claim, suit, or proceeding (and any resulting damages, liabilities, costs, and expenses, including reasonable attorneys' fees) arising out of or related to:

- (a) the Licensee's use, marketing, or distribution of the Product in violation of this Agreement,
- (b) any representations, warranties, or guarantees made by the Licensee to End Users that exceed or differ from those made by Taxado in this Agreement or the Product documentation, or
- (c) any allegations that the Licensee's trademarks, branding, or marketing materials infringe a third party's Intellectual Property Rights.

**11.3 Injunction.** If the Product, or any part thereof, is, or in Taxado's opinion is likely to become, the subject of an infringement claim, then Taxado may, at its option and expense:

- (a) procure for the Licensee the right to continue using the Product,
- (b) replace or modify the Product so that it becomes non-infringing, or
- (c) terminate the license granted hereunder and refund any pre-paid, unused License Fees.

## **12. TERM AND TERMINATION**

**12.1 Term.** This Agreement shall commence on the Effective Date and continue for an initial term of [ ] year(s) ("**Initial Term**"), unless earlier terminated in accordance with this Agreement. Thereafter, this Agreement may be renewed or extended by mutual written consent.

**12.2 Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice if the other Party commits a material breach of its obligations hereunder and fails to cure such breach within [ ] days of receipt of notice from the non-breaching Party.

**12.3 Termination for Insolvency.** Either Party may terminate this Agreement if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under bankruptcy or insolvency laws.

**12.4 Effect of Termination.** Upon termination or expiration of this Agreement:

- (a) All licenses granted hereunder shall immediately terminate.
- (b) The Licensee shall immediately cease all use, marketing, and distribution of the Product and return or destroy all copies of the Product and related Confidential Information in its possession or control.
- (c) Sections 2, 7, 8, 9.3, 10, 11, 12.4, and any other provisions which by their nature should survive, shall survive the expiration or termination of this Agreement.

### **13. FORCE MAJEURE**

Neither Party shall be liable for any failure or delay in its performance under this Agreement due to causes which are beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, civil disturbances, governmental actions, or power outages. The affected Party shall promptly notify the other Party in writing and use all commercially reasonable efforts to resume performance.

### **14. DISPUTE RESOLUTION**

**14.1 Negotiation.** In the event of any dispute arising under or in connection with this Agreement, the Parties shall first endeavor to resolve the dispute through good faith negotiations between senior management.

**14.2 Arbitration.** If the Parties are unable to resolve the dispute within [\_\_\_\_] days after commencing negotiations, the dispute shall be referred to and finally settled by arbitration in accordance with the [Rules of Arbitration applicable in the jurisdiction]. The seat of arbitration shall be [City, Country]. The language of the arbitration shall be [English / specify].

**14.3 Injunctive Relief.** Notwithstanding the foregoing, either Party may seek immediate injunctive or equitable relief from a court of competent jurisdiction in order to protect its Confidential Information or Intellectual Property Rights.

### **15. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of [State/Country], without giving effect to any conflict of law principles. The courts located in [City/State/Country] shall have exclusive jurisdiction over any disputes arising out of or relating to this Agreement that are not subject to arbitration under Section 14.2.

### **16. NOTICES**

**16.1 Form of Notice.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by reputable courier, or sent by registered or certified mail (return receipt requested) to the addresses listed below or such other address as either Party may specify in writing.

**16.2 Addresses.**

- **For Taxado:**  
Taxado Technology Private Limited  
Attention: [Name/Department]

[Address]  
[City, State, Country, Zip Code]

- **For Licensee:**

[Licensee Name]  
Attention: [Name/Department]  
[Address]  
[City, State, Country, Zip Code]

## 17. MISCELLANEOUS

**17.1 Independent Contractors.** The Parties are independent contractors. Nothing in this Agreement shall be construed to establish a partnership, joint venture, agency, or similar relationship between the Parties.

**17.2 Assignment.** The Licensee shall not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Taxado. Any attempted assignment without Taxado's consent shall be void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

**17.3 Entire Agreement.** This Agreement, including any attachments or exhibits, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

**17.4 Amendment.** No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.

**17.5 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of the Parties, and the remainder of this Agreement shall remain in full force and effect.

**17.6 Waiver.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

**17.7 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures exchanged by facsimile or electronic transmission (e.g., PDF scans) are valid and binding.

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first above written.**

**For Taxado Technology Private Limited**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**For [Licensee Name]**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### (Fees and Payment Terms)

*(Sample content; replace or adjust as necessary)*

**1. License Fees:**

- The Licensee shall pay an annual license fee of [\_\_\_\_] per year.

**2. Payment Schedule:**

- **20% Deposit:** The Licensee shall pay twenty percent (20%) of the License Fee prior to commencing the white-label customization or the signing of this Agreement (whichever occurs first).
- **30% Completion Milestone:** The Licensee shall pay thirty percent (30%) of the License Fee immediately upon completion of the white-labeled Product.
- **50% Go-Live Milestone:** The remaining fifty percent (50%) of the License Fee shall be payable once the white-labeled Product is live and operational.

**3. Additional Fees:**

- (If any) [\_\_\_\_]

**4. Payment Instructions:**

- Wire Transfer Details: [\_\_\_\_]

## EXHIBIT B

### (Support and Maintenance Terms)

*(Sample content; replace or adjust as necessary)*

**1. Support Tiers**

- Level 1 Support: Basic troubleshooting via email and phone during normal business hours.
- Level 2 Support: Advanced technical support for escalated tickets.
- Level 3 Support: Engineering-level support for product bugs and updates.

**2. Response Times**

- Critical issues: Response within 2 business hours.
- Non-critical issues: Response within 1 business day.

**3. Updates and Upgrades**



- Taxado shall provide periodic updates to address bugs and performance improvements. Major upgrades (new features, versions) may require additional fees unless otherwise specified.

#### **4. Escalation Procedure**

- If an issue cannot be resolved by Level 1 Support, it will be escalated to Level 2, and so forth until resolution.