

**Agreement between Access Provider and Transactional message
sending entity or its agency**

This Agreement is executed on the _____ day of, 20.....
between.....(Name of Access Provider) having
its office at(hereinafter referred to as the “Originating
Access Provider” or the first party, which term shall include its successors and
assignees), through(Name and designation) who is duly
authorised to sign and execute the present agreement on behalf of the first
party

AND

M/s(Name of Transactional message sending entity or its
agency) having its office at(hereinafter referred to as the
Transactional Message sending entity or the second party, which expression
shall include all its executors, administrators, successors, assignees and legal
representatives), through Shri/Ms/Smt------(Give name and
designation) who has been duly authorized to sign and execute the present
agreement on behalf of the second party.

Whereas the second party intending to obtain telecom resources for the
purposes of sending Transactional Message has approached
M/s.....(name of the Originating Access Provider);

And whereas the second party having represented to the first party that it
intends to send Transactional Message to the person with whom it has certain
transactions and such Transactional Message does not fall within the definition
of promotional message as defined under the Telecom Commercial
Communications Customer Preference Regulations, 2010 (6 of 2010) (
hereinafter referred to as the regulations) and has requested for allotment of
telecom resources for the said purpose.

Now the present agreement witnesses as follows: -

(1) The second party) hereby declare that it has registered with the Telecom Regulatory Authority of India vide application No.....and the registration number granted by TRAI to it is _____.

(2) The second party has agreed to obtain separate telecom resources from the Access Provider for the purposes of sending transactional message and promotional communication from the Access Provider.

(3) The second party shall be responsible in case of any misuse of telecom resources allotted to it for sending Transactional Message.

(4) The second party shall maintain complete confidentiality of the customer information.

(5) The second party has agreed not to send any unsolicited commercial communication and not to mix any promotional communications with its Transactional Message sent to a subscriber through telecom resource allotted to it for the purposes of sending Transactional Message.

(6) The second party shall use alpha-numeric identifier for sending Transactional SMS in the format having nine alpha numeric characters, first alpha numeric character being code of Access provider and the second alpha numeric character being code of service area, as provided under the direction dated 10th December, 2008 issued by TRAI. The third alpha numeric character will be dash(-) and the last six characters will be the identifier of the company or organization sending transactional SMS (example XY-ZZZZZZ, where X stands for code allotted to Access provider, Y stands for service area, and ZZZZZZ indicates six alphabets for company or organization sending

transactional SMS).

(7) The second party has agreed not to make unsolicited commercial communications to any subscriber whose telephone number appears on the National Customer Preference Register, except for sending Transactional Message.

(8) The second party has agreed to deposit with the Originating Access Provider an amount of rupees Fifty Thousand only (Rs.50,000/-) as refundable security deposit. The Transactional Message sending entity also undertakes to deposit additional security deposit as specified in this agreement. The Originating Access Provider shall be entitled to deduct from such security deposit, on issue of each notice for sending unsolicited commercial communication by the second party, an amount as provided under this agreement.

(9) If the second party makes any unsolicited commercial communication, through the telecom resources allotted to it by the first party for sending Transactional Message, to any subscriber whose telephone number appears in the National Customer Preference Register, the second party agrees that-

(a) on the issue of first notice by the Access Provider to the second party for sending such unsolicited commercial communication, a sum of rupees twenty five thousand only (Rs. 25000/-) shall be deducted from the security deposit of the second party and deposited in the account as may be specified by TRAI, from time to time;

(b) on the issue of second notice by the Access Provider to the

second party for sending such unsolicited commercial communication, a sum of rupees seventy five thousand only (Rs. 75000/-) shall be deducted from the security deposit of the second party and deposited in the account as may be specified by TRAI, from time to time;

(c) on the issue of third notice by the Access Provider to the second party for sending such unsolicited commercial communication, a sum of rupees eighty thousand only (Rs. 80000/-) shall be deducted from the security deposit of the second party and deposited in the account as may be specified by TRAI, from time to time;

(d) on the issue of fourth notice by the Access Provider to the second party for sending such unsolicited commercial communication, a sum of rupees one lakh twenty thousand only (Rs. 120,000/-) shall be deducted from the security deposit of the second party and deposited in the account as may be specified by TRAI, from time to time;

(e) on the issue of fifth notice by the Access Provider to the second party for sending such unsolicited commercial communication, a sum of rupees one lakh fifty thousand only (Rs. 150,000/-) shall be deducted from the security deposit of the second party and deposited in the account as may be specified by TRAI, from time to time;

(f) On the issue of sixth notice by the Access Provider to the second party for sending such unsolicited commercial communication, a sum of rupees two lakh fifty thousand only (Rs.

250,000/-) shall be deducted from the security deposit of the second party and deposited in the by account as may be specified TRAI, from time to time

(10) The second party has agreed that on issue of first notice by the Access Provider to the second party for sending unsolicited commercial communication to the subscriber whose telephone number appears in the National Customer Preference Register, the second party shall deposit additional security amount of rupees two lakhs only (Rs. 2,00,000/-) and on issue of third notice by the Access Provider to the second party for sending similar unsolicited commercial communication, the second party shall deposit an additional security of amount of rupees four lakhs only (Rs. 4,00,000/-).

(11) The second party has agreed that in case the second party fails to deposit the additional security deposit or no amount is available in the security deposit of the second party due to deductions made under clause (9) of this Agreement or for any other reason, the telecom resources allotted to the second party for the purposes of sending Transactional Message shall be disconnected and the name of second party shall be intimated by the Access Provider to the agency maintaining the National Telemarketer Register for entering the name of the second party in the black list and the name of second party shall not be removed from the black list before the completion of the period of two years from the date of entering his name in such black list and the registration of the second party shall be cancelled by TRAI under the provisions of the regulations.

(12) The second party has agreed that in case of issue of sixth notice by the Access Provider to the second party for sending unsolicited

commercial communication as provided under clause 9(f) of this Agreement, without prejudice to the amount which shall be deducted from the security deposit of the second party under clause 9(f), the telecom resources allotted to the second party shall be disconnected without any further notice or on receipt of instructions for disconnection of telecom resources from NTR. The Access Provider shall intimate the name of the second party to the agency maintaining the National Telemarketer Register for entering the name of the second party in the black list and the name of the second party shall not be removed from the black list before the completion of the period of two years from the date of entering his name in such black list and the registration of the second party shall be cancelled by TRAI under the provisions of the regulations.

(13) The second party has agreed that the telecom resources allotted to the second party shall be disconnected without any further notice on receipt of the instruction for disconnection of telecom resources from NTR.

(14) The second party has agreed to pay the charges as provided in the regulations in case the second party sends telemarketing SMSs and/ or mixes telemarketing or promotional SMSs with the transactional SMS.

(15) The second party has agreed to abide by regulations, orders and directions issued by the Telecom Regulatory Authority of India regarding Transactional Message, from time to time, including the header to be used for sending transactional SMSs.

Signature of subscriber/ Authorised Signatory

(Name of subscriber/ Authorised Signatory)

Address

Seal, if any.

Date:

Signature of Access Provider Representative/ Authorized Signatory

(Name of Access Provider Representative / Authorized Signatory)

Address

Seal, if any.

Date: