

## IT CONSULTATION CONTRACT

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This Agreement, executed on 1st October, 2024 is entered into by and between AppSynergies Pvt Ltd, with an address of 186 Malvern Avenue, Harrow, HA2 9HD, UK (hereinafter referred to as the "Consultancy") and xyz (hereinafter, the "Company") with an address of abcd. The Consultancy and Company may be referred to collectively as the "Parties." For good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Engagement:** Company hereby engages Consultancy and Consultancy agrees to render at the request of Company, independent consulting Services ("Services") as outlined in the Statement of Work/Proposal in Attachment 1 and other statements of work which may be added hereto by way of modification to this Agreement ("Statement of Work/Proposal"), all of which are incorporated herein and form a part hereof. Services shall be ordered by the Company's issuance of purchase orders that incorporate this Agreement by reference and/or statements of work that incorporate this Agreement by reference or are otherwise added to this Agreement by way of modification hereto. The Consultancy shall provide the Services diligently and professionally and in no event later than any scheduled completion dates set forth in the Statement of Work/Proposal or the terms of any purchase order. Time is of the essence for this Agreement and any purchase orders and/or statements of work issued here under.

2. **Term:** The term of this Agreement shall commence on the Effective Date and continue until the end of the project, unless otherwise modified by mutual, written agreement of the parties or terminated as set forth herein. The agreement fully covers the prototype & requirements that are covered in the "Proposal" document.

3. **Compensation:** As consideration for the Services, and upon the submission of monthly invoices, within the payment terms stipulated in the proposal, the Company shall pay the Consultancy at the rates or by the milestone payment schedule set forth and issued the by Company or mentioned in the Statement of Work/Proposal, for such Services as are rendered by Consultancy and accepted by the Company. In no event, however, shall Consultancy perform, or receive compensation for (a) Additional Services not outlined in the Statement of Work/Proposal without a formal, bilateral modification to the Statement of Work/Proposal encompassing such additional Services; (b) Services involving contingency payments prohibited by any applicable law or regulation or by the Company's contract; or (c) Services rendered that result in billings to the Company that is more than the agreed amount in the Statement of Work/Proposal which is the total ceiling value or not-to-exceed (NTE) value for this Agreement.

If expressly provided for in the Statement of Work/Proposal and expressly not included in the firm fixed-price that may be established in the Statement of Work/Proposal, Company shall reimburse Consultancy for reasonable and necessary out-of-pocket miscellaneous expenses relating to this Agreement, which are incurred at the direction of, and upon the prior written approval of, the Company.

The company shall make payment within seven (7) days after receipt of a proper invoice that complies with the requirements of this Agreement. Payments made to the Consultancy shall not constitute or be construed as acceptance of any of the Services performed by the Consultancy under this Agreement.

**4. Independent Contractor:** Consultancy and Company shall at all times be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other combined business organization. The Consultancy shall hold no authority, express or implied, commit, obligate or make representations on behalf of the Company and shall make no representation to others to the contrary. Nothing herein is intended nor shall be construed for any purpose as creating the relation of employer and employee or agent and principal between the parties. Unless otherwise specified, Consultancy retains the right to direct, control or supervise the details and means by which the consulting Services are provided. Consultancy's employees shall not be eligible for or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of Company employees. The Consultancy shall be responsible for payment of all foreign and domestic taxes arising out of the Consultancy's activities in connection with this Agreement, including without limitation, sales, goods and Services, excise, value-added or similar taxes, whether of federal or other jurisdictional levels, social security taxes, unemployment insurance taxes, and any other taxes or business license fees as required. Company shall not be responsible for withholding any income or employment taxes whatsoever on behalf of Consultancy, and Consultancy further agrees to indemnify, defend and hold Company harmless from and against any claims or action arising out of or relating to Consultancy's failure to withhold such taxes on behalf of Consultancy or Consultancy's employees.

**5. Audit:** Consultancy shall retain all books, records, documents and other evidence about its Services rendered and billings made under this Agreement ("the Records"). The Records shall be subject to inspection and audit by Company and the Government (if necessary) at all reasonable times and upon reasonable notice for a period of one (1) year after final payment under this Agreement.

If any audit of the Consultancy's invoiced charges demonstrates that Consultancy's invoiced charges exceed the correct charges, Consultancy shall immediately pay or refund such excess charges to Company's account, and if such excess charges exceed the correct charges by more than five per cent (5%), Consultancy shall also pay or reimburse Company for all reasonable costs of such audit, to include any reasonable costs (including attorney's fees and costs) incurred by Company in collecting such excess charges from Consultancy.

**6. Confidentiality:** Each party shall receive in confidence ("receiving party") from the other party ("disclosing party") and treat as confidential all technical information, business/financial information, management information, and documentation which

(i) is stamped or otherwise marked as being confidential or proprietary, whether in written or electronic form,  
(ii) pertains in any way to such party's (or its affiliates) business plans or methods, or  
(iii) otherwise, is not generally known by others, and under the circumstances of the disclosure, the disclosing party had a reasonable expectation that the receiving party would know that the information is confidential or proprietary (collectively, "Proprietary Information"). Information that is disclosed orally or visually to a receiving party shall also be deemed Proprietary Information if the disclosing party identifies such information as proprietary at the time of disclosure and, within thirty (30) days after such disclosure reduces the subject matter of the disclosure to writing and submits it to the receiving party.

A receiving party shall hold Proprietary Information received from the disclosing party in confidence, shall use such information only for and by this Agreement and shall not further disclose such information to any third party without the prior written approval of the original disclosing party. The obligation to protect the confidentiality of Proprietary Information shall extend for a period of five (5) years following a party's receipt of Proprietary Information.

The restrictions of this Section shall not apply to any information:

- (i) lawfully received from another source free of restriction and without breach of this Agreement,
- (ii) that is published or becomes generally available to the public without breach of this Agreement,
- (iii) known by the receiving party before the time of disclosure,
- (iv) independently developed by the receiving party without resort or access to the Proprietary Information; or
- (v) that the disclosing party has approved for further release by the receiving party.

Proprietary Information shall remain the property of the disclosing party and shall be returned or destroyed upon written request or termination or expiration of this Agreement. Receiving party may retain in the files of its legal counsel for archival purposes only, one copy of all written materials returned.

## 7. Intellectual Property Rights:

### a) Inventions

- I. Consultancy shall promptly disclose to Company all inventions, software, development, improvements, and contrivances (hereinafter "Inventions") in Consultancy's field of endeavour in the line of Company's present or future business which is made or conceived or actually or constructively reduced to practice by Consultancy or with Consultancy's assistance or under Consultancy's direction in the course of performance during the term and any extension of the term of this Agreement, whether or not patentable and whether made by any of Consultancy's employees solely or jointly with others, which relate to or are suggested by or result from any Services which the Consultancy may perform

under this Agreement or from any information obtained by the Consultancy in any discussions or meetings with employees of Company.

- II. Consultancy shall assign and does hereby assign all Consultancy's rights, title and interest in and to said Inventions to Company, and shall assist Company in every way to protect, company's expense, said Inventions, including but not limited to, the signing of patent applications, oaths and assignments in favour of Company relating to the said Inventions, respecting such applications in the Australia and any foreign countries. and any foreign countries and shall assist in any interference proceedings or litigation involving any patents that may be obtained for such Inventions.
- III. Consultancy shall make no applications for patents on any such Inventions except authorized by the company as herein provided.

**b) Cooperation**

- I. Intellectual Property Rights" shall mean all intellectual and industrial rights, including intellectual and industrial rights to inventions and patents for inventions, including reissues thereof and continuations in part, copyright, designs and industrial designs, trademarks, know-how, trade secrets and confidential information, and other proprietary rights. Consultancy hereby undertakes and agrees to cause any individuals contracted by it or employed by it to perform work hereunder to waive all moral rights and droits de suite in and to all intellectual property, including Inventions and copyrightable materials, created by such individuals in their performance of this Agreement and does waive, for itself, any moral rights it may have in and to any such intellectual property created in the performance of this Agreement. Consultancy further agrees that subject to the above paragraphs and all subparagraphs thereunder, during and after the term of this Agreement, Consultancy shall execute any documents necessary to vest full title in any such intellectual property in Company, and will otherwise assist Company in obtaining, either for itself or its assigns, at Company' expense, all advantages and benefits which may be derived from any such intellectual property, in every proper way during and after this Agreement, including the securing of all Intellectual Property Rights.
- II. Consultancy agrees that, concerning all copyrightable materials which were not first produced, programmed or designed by Consultancy but were incorporated into Services performed and delivered by Company in connection with this Agreement, Consultancy shall grant a royalty-free, non-exclusive, and irrevocable license to the Company to use, reproduce, dispose of, translate, publish and authorize others of the Company's choosing to do the same concerning any said materials, provided this license shall be only to the extent the Consultancy has the

right or in the future acquires the right to grant such licenses without becoming liable for any compensation to others solely because of such grant. In this regard, Consultancy further agrees to promptly notify Company of any such limitation of which Consultancy is aware concerning said materials.

- III. Data — All notes, drawings, designs and technical data developed in connection with or under the terms of this Agreement shall become and/or remain the exclusive property of the Company, and Company shall have the exclusive right to use and disclose them for any purpose. Upon completion of the Services or earlier termination of this Agreement, Consultancy agrees to promptly deliver to Company all materials, including all copies thereof, that are in Consultancy's possession or under his/her control that was developed in connection with this Agreement.

#### 8. Representations & Warranties:

- a) Shall perform the Services by the highest standards of professional skill and that for a period of 1 (one) week from the completion date of the Services, Consultancy shall, furnish such materials and Services as may be necessary to correct any defects in the materials or deliverables developed under the applicable Statement of Work/Proposal;
- b) Shall comply with all applicable Australian federal and other jurisdictional laws, including local laws, in performing the Services.
- c) It has the authority and capacity to enter into this Agreement and it is not subject to any restrictive covenant or other legal obligation which prohibits the Consultancy from performing the Services;
- d) Hasn't any relationship with any third party with whom Company has contracted which would cause such person to have a conflict of interest about this Agreement or in respect of the Services. Should any such conflict of interest arise during the term of this Agreement, the Consultancy covenants and agrees to immediately notify the Company

9. **Safety:** Consultancy agrees to comply with all federal, provincial and territorial occupational health and safety laws, regulations and standards, and all Company's safety rules which Consultancy has noticed, regarding the performance of Services under this Agreement. Consultancy agrees to communicate Company's safety rules to Consultancy's contractors and employees. The Consultancy is responsible for maintaining a safe workplace by following commercially accepted safety and health rules and practices. The Consultancy is responsible for immediately reporting accidents, injuries, and unsafe equipment, practices or conditions related to the Consultancy's performance of work for the Company to the Company's Authorized Representative identified herein. The company is committed to keeping its workplaces free from hazards. Consultancy authorizes the Company to provide minor first aid to those individuals performing Services on behalf of Consultancy hereunder, with the consent of the injured person, for injuries sustained on the Company's property. If Company believes immediate emergency



care is necessary for an illness or injury to Consultancy's employees, Consultancy authorizes Company to call for ambulance Service, and the Consultancy agrees to pay (or to reimburse the Company) for any such ambulance charge. The Consultancy shall defend, indemnify and hold Company and its officers, directors and employees harmless from and against all expenses, costs, damages, liabilities and losses incurred by the Company in connection with any claim, investigation, demand, action, suit or proceeding arising out of or resulting from the provision of any medical care or treatment to those individuals performing Services on behalf of Consultancy hereunder or the calling of ambulance Services for such employees by Company.

**10. Publicity:** Except as required by law, Consultancy shall not issue any press release or make any other public statement relating to this Agreement, any Services performed under this Agreement, or any of the transactions contemplated by this Agreement, without obtaining the prior written approval of Company as to the contents and the manner of presentation and publication of such press release or public statement. Although the Consultancy will be free to showcase this project as their work by any means of publication.

**11. Termination:** This Agreement may be terminated by either party in the event the other party fails to perform its obligations hereunder on time, fails to assure timely performance, or otherwise fails to perform its material obligations; provided, however, that before such termination the terminating party notifies the defaulting party in writing at least fourteen (14) days in advance, states the reasons why the Agreement should be terminated and affords the defaulting party an opportunity to cure any alleged default during such fourteen (14) day notice period.

Either party may terminate this Agreement, upon notice and without liability, in the event the other party:

- I. Files a petition in bankruptcy;
- II. Has filed against it an involuntary petition in bankruptcy not dismissed within sixty (60) days;
- III. Consents to the appointment of a receiver, custodian, trustee or liquidator; or (d) dissolves, liquidates or makes a general assignment for the benefit of creditors. Upon termination of this Agreement, Consultancy shall return to the Company all copies of any Company data, records, or materials, of whatever nature and regardless of media. The Consultancy shall also furnish the Company with all work in progress or portions thereof. Within thirty (30) days following the termination or expiration of this agreement, Consultancy shall submit to Company a termination proposal detailing the work completed and accepted by Company and the proposed value of such completed and accepted work. The amount due Consultancy as a result of any termination hereunder will be as follows:
  - a. The company needs to pay the full amount mentioned in the Statement of Work/Proposal. OR
  - b. The company and the Consultancy must discuss and mutually decide the settlement amount to be paid to the Consultancy. Upon payment of the agreed

termination settlement amount, the Company shall thereafter have no liability or obligation to the Consultancy for any further compensation, fees, expenses or other payments related to this Agreement.

**12. Liability and Indemnification:** Neither Company, nor its officers, directors, employees, affiliates, or parent companies shall be liable for any injury to the person or property of Consultancy or its employees or contractors, except to the extent that such injury was directly caused by the fault or negligence of Company or its employees acting within the scope of their employment. In addition to any other indemnification obligation herein, Consultancy shall indemnify, defend and hold Company and its officers, directors, and employees, harmless from and against all expenses, costs, damages, liabilities and losses (including, without limitation, reasonable attorney's fees) incurred by Company in connection with any claim, investigation, demand, action, suit or proceeding (whether civil, criminal, administrative or investigative) arising out of or resulting from Consultancy's performance of the Services, including but not limited to, the following: a. Consultancy's failure to deduct and pay taxes required by law on compensation Consultancy is obligated to pay to its officers, employees or independent contractors; and b. Personal injury or death, as well as loss or damage to property, caused directly or indirectly by the acts, omissions or negligence of Consultancy or any of Consultancy's agents, employees, officers or independent contractors engaged in the performance of the Services under this Agreement.

**IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT OR BASED UPON A WARRANTY, EVEN IF THE OTHER PARTY OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE THE SUM OF THE STATEMENT OF WORK/PROPOSAL AND / OR PURCHASE ORDER TOTAL VALUES, LESS ANY PAYMENT MADE TO THE CONSULTANCY HEREUNDER.**

**13. Miscellaneous:**

- a) **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the Agreement shall remain in full force and effect to accomplish the intent and purpose of the parties. The parties agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.
- b) **Governing Law.** The validity, interpretation and/or enforcement of this Agreement shall be governed by the laws of **India**, including its recognition of applicable federal law, but excluding such jurisdiction's choice of law rules.

- c) **No Waiver.** Any failure or delay by either party to exercise any right, power or privilege hereunder or to insist upon observance or performance by the other party of the provisions of this Agreement shall not operate or be construed as a waiver thereof. No waiver shall be binding on either party unless it is in writing and signed by an authorized representative of the party to be bound.
- d) **Survival.** The obligations in this Agreement that by their terms naturally survive the expiration or termination of this Agreement shall so survive, including without limitation Sections 5, 6, 7, 8, 11, 12, and 13.
- e) **Contradictory Terms.** Notwithstanding any provisions on any form supplied by Company or Consultancy, all purchase orders or requests for Service issued under this Agreement or in connection with the Services to be provided hereunder shall be subject to and governed by the terms and conditions of this Agreement and the attachments hereto. No provision that alters, revises, or supplements the terms of this Agreement, which may appear on any purchase order or other form provided by the parties shall have any force or effect unless such provision(s) are agreed to in writing by Company and Consultancy and are expressly incorporated herein.
- f) **Anti-Assignment.** Neither party may assign, subcontract, or otherwise transfer its rights or obligations under this without the prior written consent of the other party, which shall not be unreasonably withheld.
- g) **Integration/Modification.** This document and any exhibits or attachments hereto embody the parties' entire Agreement concerning the subject matter hereof and supersede and cancel all previous negotiations, agreements or commitments by the parties, whether oral or written. This Agreement may not be released, cancelled, abandoned, amended or modified in any manner except by an instrument in writing duly signed by each of the parties hereto.
- h) **Disputes.** The parties agree that before bringing any legal action upon any dispute or controversy between the parties arising under or in connection with this Agreement ("Dispute") they will attempt to settle such matter through good faith negotiations. Failing such efforts, the parties agree and consent to exclusive venue and jurisdiction in the State and Federal courts of **India** and each party waives defences of inconvenient forum in connection with such proceedings. The parties acknowledge and agree that the foregoing shall not prevent a party hereto from seeking or obtaining injunctive, preliminary or provisional relief to enforce a party's rights or to prevent immediate or irreparable harm to a party, including but not limited to the rights outlined in Sections 6 and 7 of this Agreement.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a



party may send a copy of its executed counterpart to the other party by electronic transmission and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes.

- j) **Acknowledgement.** The parties acknowledge that they have read and understand this Agreement, and agree to be bound by its terms and conditions in their entirety.

This Agreement is duly executed by the duly authorized representatives of the parties as set forth below:

**Signature Details:**

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akshara  
03-12-2024

*Sneha Shukla*

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Sneha Shukla  
03-12-2024