INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") dated Dec 7, 2020 (the "Effective Date") is made between Lubritech Engineering Pvt Ltd (the "Company"), and Parag Shah and Akshay Godase (the "Freelancer"), with an office at [Address TBD], for the purpose of setting forth the exclusive terms and conditions by which Company desires to acquire Freelancer's services.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

1. Services. Company retains Freelancer, and Freelancer agrees to perform for Company, certain services set forth in Exhibit A to this Agreement (the "Services").

2. Consideration / Compensation:

(a) In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to Company (as determined by the Company), Company shall provide Freelancer, as full and complete compensation the sum of Rs. 850 per hour and estimated for roughly 100 hours and Rs.500 per day for unestimated days of support to be paid 25% as soon as this agreement is accepted and signed and remaining as various milestones are completed and functionality is demonstrated. Final 25% will be completed when all deliverables are transferred and the prototype is functional with the company.

(b) Freelancer is not entitled to receive any other compensation or any benefits from Company. Except as otherwise required by law, Company shall not withhold any sums or payments made to Freelancer for deductions or other income, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely Freelancer's responsibility. Freelancer further understands and agrees that the Services are not covered under the unemployment compensation laws and are not intended to be covered by workers' compensation laws.

3. Nondisclosure:

(a) Freelancer understands that, in connection with its engagement with Company, it may receive, produce, or otherwise be exposed to Company's trade secrets, business, proprietary and/or technical information, including, without limitation, information concerning customer lists, customer support strategies, employees, research and development, financial information (including sales, costs, profits, and pricing methods), manufacturing, marketing, proprietary software, hardware, firmware, and related documentation, inventions (whether patentable or not), know-how, show-how, and other

information considered to be confidential by Company, and all derivatives, improvements and enhancements to any of the above (including those derivatives, improvements and enhancements that were created or developed by Freelancer under this Agreement), in addition to all information Company receives from others under an obligation of confidentiality (individually and collectively "Confidential Information").

(b) Freelancer acknowledges that the Confidential Information is the Company's sole, exclusive and extremely valuable intellectual property. Accordingly, Freelancer agrees to segregate all Confidential Information from information of other companies and agrees not to reproduce any Confidential Information without Company's prior written consent, not to use the Confidential Information except in the performance of this Agreement, and not to divulge all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement, except to Company employees and Freelancer Employees who need to know such Confidential Information in order to perform the Services. Freelancer shall require such Freelancer Employees to execute a non-disclosure agreement satisfactory to the Company before such Freelancer Employee is exposed to any Confidential Information. Upon termination or expiration of this Agreement for any reason, Freelancer agrees to cease using and to return to Company all whole and partial copies and derivatives of the Confidential Information, whether in Freelancer's possession or under Freelancer's direct or indirect control, including any computer access nodes and/or codes, and to arrange for the return of such materials by all Freelancer Employees.

(c) Freelancer shall not disclose or otherwise make available to Company in any manner any confidential and proprietary information received by Freelancer from third parties. Freelancer warrants that its performance of all the terms of this Agreement does not and will not breach any agreement entered into by Freelancer with any other party.

4. Indemnification / Release:

(a) Freelancer agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement, and shall indemnify, defend and hold harmless Company, its officers, directors, shareholders, employees, representatives and/or agents from any claim, liability, loss, cost, damage, judgment, settlement or expense (including attorney's fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of Freelancer or any Freelancer Employee in the performance or failure to fulfill any Services or obligations under this Agreement.

5. Insurance and Other Requirements:

(a) Freelancer also warrants and represents that it will maintain all required licenses and certifications.

6. Termination:

This Agreement shall be effective on the date hereof and shall continue until terminated by either party upon 14 business days written notice.

7. Independent Contractor:

(a) Company and Freelancer expressly agree and understand that Freelancer is an independent contractor and nothing in this Agreement shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Accordingly, Freelancer acknowledges that Freelancer and Freelancer's Employees are not eligible for any Company benefits, including, but not limited to, health insurance, retirement plans or stock option plans. Freelancer is not the agent of Company and is not authorized and shall not have the power or authority to bind Company or incur any liability or obligation, or act on behalf of Company. At no time shall Freelancer represent that it is an agent of the Company, or that any of the views, advice, statements and/or information that may be provided while performing the Services are those of the Company.

(b) Freelancer is solely responsible for directing and controlling the performance of the Services, including the time, place and manner in which the Services are performed. Freelancer shall use its best efforts, energy and skill in its own name and in such manner as it sees fit.

8. General:

(a) This Agreement does not create an obligation on Company to continue to retain Freelancer beyond this Agreement's termination. This Agreement may not be changed unless mutually agreed upon in writing by both parties.

(b) Freelancer hereby agrees that any breach of Section 3 by Freelancer will cause irreparable harm to Company and that in the event of such breach or threatened breach, Company shall have, in addition to any and all remedies of law and those remedies stated in this Agreement, the right to an injunction, specific performance or other equitable relief to prevent the violation of Freelancer's obligations hereunder.

(c) Freelancer hereby agrees that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.

(d) This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein. The language of all parts of this Agreement will in all cases be construed as a whole in accordance with its fair meaning and not for or against either party.

(e) All notices provided for in this Agreement shall be given in writing and shall be effective when either served by hand delivery, electronic facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses as set forth at the beginning of this Agreement, or to such other address or addresses as either party may later specify by written notice to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement.

FREELANCER: **COMPANY**

16/12/20

Parag Ganesh Shah

_____   By: _____

Signature   Name: _____Sushant Naik_____

                                                                   Title: _____Director_____

EXHIBIT A

INDEPENDENT CONSULTANT AGREEMENT SCOPE OF SERVICES

Company hereby retains Freelancer, and Freelancer hereby agrees to perform for Company, certain services, including, but not limited to the following:

1. **Design and develop prototype Embedded system and its software for Battery Management system for measuring energy discharge from Lithium Battery packs.**
2. **Pay per use credit charge system**
3. **Energy Credit code enter and validation system.**
4. **Disable energy discharge from battery pack when credits have expired.**
5. **All documentation related to design, testing and requirements**
6. **Software for embedded system**