



Sparkz Tech
Freelancer
Master Services Agreement
1.0
22-Aug-2022

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Master Services Agreement

This Services Agreement is made and entered into as of the **(22-Aug-2022)** by and between **Aswathy T G** Holding PAN #(CWSPA2612J) residing at Thodathra House, Po Shandhi Puram, Kodungallur, Thrissur, Kerala - 680668 and **Sparkz Tech** ("Client"), whose office Address is at 110J First Floor, Parijatham Street, Bharani Nagar, Vannarpettai Tirunelveli - 627003.

Freelancer name

Aswathy T G

Section 1: Statement of Work

This Agreement establishes the terms and conditions under which Aswathy T G may provide services for Client on specific projects. For each such project, Aswathy T G and Client will enter into a Statement of Work which will be appended hereto (each a "Statement of Work").

The inclusion of any Statement of Work in this Agreement shall be evidenced by the signatures of both parties and shall thereafter be governed by the terms and provisions of this Agreement. Each Statement of Work will describe the services to be performed by Aswathy T G (the "Services"), the applicable quantity and quality requirements, specifications and other performance measures (the "Performance Standards"), the applicable prices and the assumptions and other data relied upon by Aswathy T G in arriving at such prices, the commencement date of the project and performance period, and other pertinent information. For sake of clarity, the use of the term Agreement will mean the Services Agreement inclusive of any and all Statements of Work executed now and in the future.

Section 2: Fees

Client shall pay Aswathy T G for Services rendered under any Statement of Work pursuant to the pricing information contained in such Statement of Work.

Unless otherwise indicated in any Statement of Work, all prices contained therein shall be subject to re-evaluation by Aswathy T G on an annual basis. In the event Aswathy T G requires an annual price increase with respect to a Statement of Work as prescribed by this Section 2, Client shall have the option to terminate such Statement of Work pursuant to Section 10(d) of this Agreement.

Section 3: Taxes

Client shall be liable for TDS and the same will be deducted from the Aswathy T G's payment as per prevailing rate.

Section 4: Invoicing and payment

For Services performed on a time and materials or fixed fee basis, Aswathy T G shall invoice Client on frequency as provided in the applicable Statement of Work. For all other Services, Aswathy T G shall invoice Client with each shipment or other agreed upon increment of the Services. For travel and related expenses (as pre-approved by Client), Aswathy T G shall invoice Client on a monthly basis for any incurred expenses.

Unless otherwise set forth in a Statement of Work, Client shall make payment to Aswathy T G in 4 installments (25% of each installment on whole payment). Payment shall be made to the address set forth in such invoice.

Section 5: Acceptance

All invoices shall be deemed accepted unless written notification to the contrary is received by Aswathy T G within thirty (30) days of the invoice date. Any such notification must set forth the nature of the dispute as well as refer to the specific Service or Deliverable (as defined in the applicable Statement of Work) that is in dispute. If an invoice is disputed, Client shall pay Aswathy T G the undisputed portion of the invoice when due. If a discrepancy with an invoice is discovered



after the thirty (30) day period, a credit or debit adjustment to the invoice, as applicable, will be promptly made.

Section 6: Notices

All notices which are required or may be given pursuant to this Agreement must be in writing and may be sent by certified mail or by a recognized courier service or registered post with acknowledgement due and delivered, to Aswathy T G. and to Client at the address provided in the related Statement of Work.

Section 7: Modifications

No alteration or modification of this Agreement or any Statement of Work shall be binding or effective unless in writing and signed by a duly authorized representative of each of Aswathy T G and Client. All modifications must be sent to each party pursuant to the provisions set forth in Section 6 of this Agreement, titled "Notices." Any modification to a Statement of Work shall take the form of a Change Order pursuant to Section 8 of this Agreement.

Section 8: Change orders

In the event that any assumption contained in a Statement of Work proves to be invalid or in the event Client requires any change to any output specification or time for performance or other change in the scope, nature, or volume of Services, in any such event having the effect of causing, in Aswathy T G reasonable judgment, the amount of chargeable resource usage (including personnel, hardware, or network services) to increase, then Aswathy T G shall advise Client of such additional charges and any related terms by issuing a change order. No change order shall be effective unless in writing and signed by a duly authorized representative of each of Aswathy T G and Client. An approved change order shall be deemed to amend the applicable Statement of Work.

Section 9: Term

This Agreement shall remain in full force and effect for a period of two (2) years from the Effective Date.

Section 10: Termination

1. This Agreement shall be deemed to be terminated automatically in the event that either party becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
2. Aswathy T G may terminate this Agreement and all Statements of Work if Client defaults. Aswathy T G can end the agreement at any time by serving a written notice to quit. The notice period will be 30 days.
3. Client may terminate a Statement of Work entered into pursuant to the terms of this Agreement upon thirty (30) days advance written notice to Aswathy T G in the event Aswathy T G consistently fails to conform to the performance standards set forth in the applicable Statement of Work and does not rectify such non-conformance within thirty (30) days of receipt of Client's written notice setting forth the details of the non-conformance.
4. Client may terminate a Statement of Work entered into pursuant to the terms of this Agreement upon thirty (30) days advance written notice in the event it shall not accept an annual price increase proposed by Aswathy T G pursuant to Section 2 of this Agreement.
5. In the event of any termination of this Agreement or a Statement of Work issued hereunder, Aswathy T G shall be entitled to payment for all undisputed Services delivered to Client up to and including the date of termination, as well as to payment for any work in progress based upon percent of completion.



Section 11: Confidentiality

1. For the purposes of this Agreement, "Confidential Information" means all intellectual property, commercial information, technical data or know-how, business processes, Sparkz Tech Customers Materials (as defined in Section 12), marketing plans, product development plans, the business or financial condition of a Party, customer and business partner lists, prospective contracts, personnel information and policies and procedures, business practices, procedures and pricing, and any other information disclosed by a Party and designated by that Party as confidential.
2. Duties: Each Party agrees not to use Confidential Information disclosed to it by the other Party for its own use or for any purpose except to carry out its obligations under this Agreement. Both parties agree to hold such information in trust and confidence for the other party and not to disclose such information to any unaffiliated person, firm or enterprise, or use any such information to its own benefit, or to the benefit of any other party, unless the unaffiliated person is a consultant who has executed a written non-disclosure agreement similar in scope to this provision. Confidential Information shall not be considered confidential to the extent that such information is:
(i) already known free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction; (iii) available publicly; or (iv) independently developed without reference to the other party's confidential information. This Section 11 will not be interpreted or construed to prohibit any use or disclosure required by applicable law (e.g., pursuant to applicable securities laws or legal process), provided that the recipient uses reasonable efforts to give the discloser reasonable advance notice thereof (e.g., so as to afford the discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its confidential information from any unauthorized use or disclosure.) In the event of any breach or threatened breach by the recipient of its obligations under this Section 11, the discloser will be entitled to injunctive and other equitable relief to enforce such obligations.

Section 12: Ownership of work product

1. Client shall own all right, title and interest in and to any Deliverables subject to the limitation set forth in Section 12(2). Subject to Section 12(2), Aswathy T G hereby assigns and transfers to Client all right, title and interest that Aswathy T G may have or may acquire in and to the Deliverables. Upon request of Client, Aswathy T G shall take such further actions, and shall cause its personnel to take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.
2. Client will retain all right, title and interest in and to any Client Materials (as hereinafter defined) that are owned, acquired or developed by Client prior to and during the term of this Agreement or the relevant Statement of Work and provided to Aswathy T G in the performance of the Services. Client Materials is defined as: (a) all published and unpublished works of authorship, including artwork, illustrations, images, documentation, photographs, printed or graphic matter, audiovisual works, and "look and feel"; (b) all object code, source code, user interfaces, and other computer formatting, programming or scripting code; (c) all inventions and discoveries, whether or not patentable, reduce to practice or recorded in a medium; and (d) all business and technical requirements, system designs, or architectures in any form or medium; and (d) business and technical requirements, systems designs, architectures in any form or medium. Aswathy T G



acknowledges and agrees that any Client Materials provided to Aswathy T G are provided solely for the limited purpose of performing the Services and for no other reason or use.

3. Client Customer Materials. Aswathy T G acknowledges and agrees that any materials belonging to Client's Customers (the "Client Customer Materials") provided to Aswathy T G are provided solely for the limited purpose of performing the Services and for no other reason or use. Client and/or Client's Customer(s) owns and retain all right, title and interest in and to the Client Customer Materials, as well as to any and all enhancements and derivative works of the Client Customer Materials resulting from Aswathy T G performance of the Services.

Section 13: Representations and warranties

1. Aswathy T G and warrants:

- a. It shall perform the Services in a professional and workmanlike manner in accordance with generally accepted industry standards for such Services.
- b. The Deliverables will comply in all material respects with the specifications and other requirements set forth in the applicable Statement of Work. Aswathy T G will use best efforts to correct any Deliverable that does not comply with the warranty set forth in this Section 13(1) (b), provided that Client gives Aswathy T G written notice of the noncompliance within the time frame set forth in the applicable Statement of Work, or if no time frame is set forth, within ninety (90) days after Client's receipt of such Deliverable.
- c. It has all requisite power and authority to execute, deliver and perform this Agreement, and the execution of this Agreement has been duly authorized and all necessary action has been taken by it in connection therewith.
- d. This Agreement is a legal, valid and binding obligation of it, enforceable against it in accordance with the terms and conditions.
- e. Neither the execution, delivery or performance by it of this Agreement, nor compliance by it with the terms and provisions hereof, will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, any other agreement, contract or instrument to which it is a party or by which it or any of its property or assets is bound.

2. Client represents and warrants:

- a. It has all requisite power and authority to execute, deliver and perform this Agreement, and the execution of this Agreement has been duly authorized and all necessary action has been taken by it in connection therewith.
 - b. This Agreement is a legal, valid and binding obligation of it, enforceable against it in accordance with the terms and conditions.
 - c. Neither the execution, delivery or performance by it of this Agreement, nor compliance by it with the terms and provisions hereof, will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, any other agreement, contract or instrument to which it is a party or by which it or any of its property or assets is bound.
- Except as explicitly stated in this Agreement, Aswathy T G makes no warranties and expressly disclaims any and all warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Client and Aswathy T G agree that this Agreement is predominantly an agreement for the provision of services. This Agreement is accordingly not a contract for the sale of goods for purposes of the Uniform Commercial Code and therefore the provisions of the Uniform Commercial Code shall not apply to this Agreement.

Section 14: Intellectual property representations and warranties; indemnification

1. Aswathy T G represents and warrants that it possesses all necessary rights and licenses relative to the processes and software used by Aswathy T G in the provision of Services and Deliverables

to Client and in the Aswathy T G Materials, and it will not violate or infringe upon any copyright rights, trademark rights, patent rights, moral rights or other intellectual property rights of any third party, regardless of whether any of such rights arise under the laws of the India, or any other state, country or jurisdiction. Aswathy T G agrees to indemnify, defend and hold harmless Client and its officers, directors, employees, agents and representatives (the "Client Indemnified Parties") from and against any and all third party suits, proceedings at law or in equity, claims, liabilities, costs, payments and expenses (including reasonable attorney fees), (collectively "Claims") asserted against or incurred by the Client Indemnified Parties, arising out of or in connection with any Claims relating to the breach of the warranty set forth in this Section 14(1) and infringement of Aswathy T G Materials. Aswathy T G indemnification obligations set forth herein are conditioned upon (i) Client promptly notifying Aswathy T G of the Claims (however, failure of Client to so promptly notify Aswathy T G will not relieve Aswathy T G of its indemnification obligations hereunder, except to the extent that it has been damaged thereby);

(ii) Aswathy T G having sole control over the defense and settlement of the Claims; (iii) Client providing such assistance in the defense of the Claims as Aswathy T G may reasonably request; and (iv) Client complying with any settlement or court order made in connection with the Claims. Notwithstanding the foregoing, Aswathy T G shall have no obligations to Client with respect to any Claims arising from, relating to, or based on (i) the use or incorporation of materials, software, specifications, designs, content or other items provided by Client to Aswathy T G (whether directly or indirectly) in the Services or Deliverables, including, without limitation, the Client Materials and the Client Customer Materials; (ii) the Services or Deliverables being used by Client in combination with items not provided by Aswathy T G to Client; or (iii) the Services or Deliverables being modified by Client other than at the direction of Aswathy T G.

2. Client represents and warrants that Aswathy T G use or incorporation, in the provision of Services or in the Deliverables, of materials, software, specifications, designs, content or other items provided by Client to Aswathy T G, directly or indirectly, or directed by Client for use or incorporation, including, without limitation, the Client Materials and the Client Customer Materials, will not violate or infringe upon any copyright, trademark, patent or other intellectual property right of any third party. Client further represents and warrants that it possesses all necessary consents and approvals, if any, required by applicable law in order to perform the Services contemplated by a Statement of Work on such materials, software, specifications, designs, content or other items without violating the proprietary right of any person or entity in or to such material. Client agrees to indemnify, defend and hold harmless Aswathy T G and its officers, directors, employees, agents and representatives (the "Aswathy T G Indemnified Parties") from and against any and all third party suits, proceedings at law or in equity, claims, liabilities, costs, payments and expenses (including reasonable attorney fees), (collectively "Claims") asserted against or incurred by the Aswathy T G Indemnified Parties, arising out of or in connection with any Claims relating to the breach of the warranty set forth in this Section 14(b). Client's indemnification obligations set forth herein are conditioned upon (i) Aswathy T G promptly notifying Client of the Claims (however, failure of Aswathy T G to so promptly notify Client will not relieve Client of its indemnification obligations hereunder, except to the extent that it has been damaged thereby); (ii) Client having sole control over the defense and settlement of the Claims; (iii) Aswathy T G providing such assistance in the defense of the Claims as Client may reasonably request; and (iv) Aswathy T G complying with any settlement or court order made in connection with the Claims.

Section 15: Limitation of liabilities

Aswathy T G's liability to Client for FAILURE TO MEET PERFORMANCE STANDARDS SHALL be limited to RE-PERFORMING THE SERVICES not in conformance with the applicable performance standards, AT NO ADDITIONAL CHARGE TO THE Client except as it relates to infringement.

Aswathy T G's AGGREGATE liability to client for actual damages from any OTHER cause



whatsoever ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY STATEMENT OF WORK will be limited, except as it relates to infringement, to EITHER (A) an amount equal to three months' monthly charges UNDER THE STATEMENT OF WORK PURSUANT TO WHICH THE CAUSE OF ACTION AROSE; such charges will be those in effect when the cause of action arose; OR

Note: Applicable for Software freelancer; (b) IF SUCH DAMAGES RELATE TO THE PROVISION OF SOFTWARE development, application development OR like services, THE total COMPENSATION PAID BY CLIENT TO Aswathy T G FOR SUCH SOFTWARE development, application development OR like service.

THIS LIMITATION WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE. IN NO EVENT WILL ASWATHY T G BE LIABLE FOR INCIDENTAL DAMAGES, INDIRECT DAMAGES OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST PROFITS, REVENUE, DATA, BUSINESS, OR USE, EVEN IF ASWATHY T G HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The Associate shall duly comply with all Acts, laws, statutory rules, regulations, bye-laws as applicable or which might be applicable in relation to the employees employed by them. It is also agreed between the Parties that the consideration given by Sparkz Tech for the work executed by the Associate also includes all statutory payments to be paid to the Authorities concerned on behalf of the Associates employees.

In case, while on duty and during the course of engagement in the work premises of Sparkz Tech under this Agreement or in the place of the Associate, if any of the Associate's workforce meet(s) with any injury indisposition due to accident or other natural calamities, the Associate shall ensure that immediate and adequate medical aid viz. First-aid and subsequent treatment facilities are provided to the persons(s) concerned at the cost of Associate without fail. In addition, the Associate shall also be liable for meeting with statutory liabilities under the ESI/PF or Workmen's Compensation Act as detailed above.

The Associate shall indemnify and compensate Sparkz Tech, if Sparkz Tech as Principal Employer becomes liable to assume any liability towards the workforce engaged by the Associate. In that event, the provisions relating to recovery as provided in the relevant clauses of the relevant Act shall be applicable in to.

In any event any legal payments made to the workforce of the Associate shall be fully recoverable from the Associate and it is further agreed that Sparkz Tech is also entitled to claim damages for having dragged them into litigation or gave cause to Sparkz Tech to take action against the Associate for having failed to perform their part of contract.

Section 16: Non-solicitation

During the term of this Agreement and for a two (2) years period thereafter, Client will not employ or solicit the employment or services of any employee of Aswathy T G or its subsidiaries who has performed Services pursuant to a Statement of Work unless and until two (2) years after the end of such employee's employment with Aswathy T G or its subsidiary. Notwithstanding the foregoing, nothing contained herein will prohibit Client from hiring an employee of Aswathy T G or its subsidiaries that responds to a general advertisement or posting on the internet for employment not specifically targeted at Aswathy T G or its subsidiaries.

Section 17: Force majeure

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by reason of accidental fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, rebellions or revolutions in any country, strikes, lockouts or labor difficulties, any failure in electrical or air conditioning equipment, disruptions of telecommunication systems, unavailability of parts, or any other similar cause beyond the reasonable control of such party.

Section 18: Assignment

Neither party may assign this Agreement without the prior written consent of the other party; provided, however, either party may assign this Agreement without such consent to any successor by way of any merger, consolidation or other corporate reorganization of such party or sale of all or substantially all of the assets of such party, provided that such successor assumes or is otherwise fully bound by all of the obligations of the assigning party under this Agreement. No assignment, with or without such consent, will relieve either party from its obligations under this Agreement. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

Section 19: Dispute resolution procedures

The parties will attempt to resolve through good faith discussion any dispute that may arise under this Agreement. Any such dispute may at any time, at the election of either party, be referred to a senior executive of each party for discussion and possible resolution. If the senior executives are unable to resolve the dispute within thirty (30) days after delivery of written notice of the dispute from one party to the other party, then either party may pursue any process or remedy available by law. The foregoing will not prevent either party from resorting immediately to judicial process if injunctive or other equitable relief from a court is necessary to prevent injury to such party.

Section 20: Governing law and jurisdiction

This Agreement shall be governed by and construed under the laws of India regardless of the laws that might otherwise govern under applicable choice-of-law principles. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall continue unimpaired. The parties hereto consent to the jurisdiction of the courts of Chennai in the State of Tamil Nadu with respect to any legal proceedings that may result from a dispute as to the interpretation or breach of any of the terms and conditions of this Agreement.

Section 21: Waiver

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

Section 22: Miscellaneous

Days will mean calendar days in this Agreement and Statements of Work unless specifically stated differently.

Section 23: No additional terms

Except as expressly permitted by this Agreement, neither party will be bound by, and each party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) that is proffered by the other party in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless each party specifically agrees to such provision in writing.

Section 24: Entire agreement

This Agreement, together with all Statements of Work, constitutes the entire agreement between the parties when executed by duly authorized signatories of each of Aswathy T G and Client, and supersedes all proposals or other prior agreements, oral or written, and all other negotiations and communications between the parties relating to the subject matter described in this Agreement.

Headings are for reference only and shall not affect the meanings of any terms of this Agreement. In the event of a conflict between this Agreement and any Statement of Work appended hereto, the terms of such Statement of Work shall govern and control.





SPARKZ TECH
Freelancer
Statement of Work
22-AUG-2022



Work Order

This document is a work order as referred to in a Master Service Agreement ID dated **22-AUG-2022** and made between **Sparkz Tech** and **Aswathy TG**, at **Thodathra House, Po Shandhi Puram, Kodungallur, Thrissur, Kerala - 680668**. Words and expressions defined in that agreement have the same meanings in this work order.

The validity of this document is for the duration of the project or One Year from the date of signing this document whichever is earlier.

The Services to be provided are as follows:

Work Order Number

Please note the work order number for this requirement – **PO-22-23/Aug/PS/ILM-001**

Scope

This document covers the work involved between Sparkz Tech and FREELANCER along with other terms and conditions

Governing Law

This Agreement shall be governed in all respects by the laws of India and the courts of Chennai shall have exclusive jurisdiction to resolve any and all disputes arising hereunder. This Agreement shall be binding upon the successors and assigns of the respective parties.

Project Detail

Technology : Flutter
Build for : Android & IOS
Figma : Figma provided by SPARKZ
Back end : API provided by Sparkz Tech, Integration by the Freelancer

Deliverables Time line: (provided by the freelancer)

Sign up/In	-	10 hrs
Explore	-	10 hrs
Search	-	10 hrs
forums	-	3 hrs
Course Details	-	10 hrs
cart	-	10 hrs
Lesson Details	-	10 hrs
Lesson	-	12 hrs
Notes	-	10 hrs
Q/A	-	10 hrs
Messages	-	10 hrs
Meeting	-	11 hrs

Handwritten signature



Mark details	-	3 hrs
My orders	-	10 hrs
Store	-	12 hrs
My wish list	-	10 hrs
Total	:	151 Hrs
Agreed Price / Hr	:	INR 315.00
Total Payable	:	47,565.00

Once found all the data provided is correct kindly sign and send a copy.

Sparkz Tech

Nafiou Ahmed

22-Aug-22

Freelancer

Aswathy TG

22-Aug-22