



**Affine Inc**  
**Master Service Agreement**

This Agreement is made and entered into, as of **11-May-2023** ("Effective Date"), by and between **Affine Inc**, Location based corporation (hereinafter referred to as "Affine"), having a principal place of business at "Address" and **Bellevue, Washington (2018 156th Avenue, N.E, Building F, Suite 333, 98007)**, with a principal location of **In.Genius Solutions Fzco (Dubai Silicon Oasis, DDP, Building A1, Dubai, United Arab Emirates)** (hereinafter referred to as "Vendor").

This Agreement shall supersede any other Agreements regarding the services described herein WHEREAS, Affine Inc has and shall from time to time enter into contracts (hereinafter referred to as "Primary Agreement") with various customers to supply temporary personnel to perform services for the customer.

WHEREAS Affine Inc desires to engage in a partnership with Vendor to provide services to Client and Vendor wishes to provide services, pursuant to the terms and conditions of this agreement.

THEREFORE, in consideration of the promises and agreements contained herein, the Affine Inc and Vendor mutually agree as follows:

**1. Engagement of Services; Vendor Status.**

**1.1 Project Assignments**

Affine Inc may issue project Assignments to Vendor in the form attached to this Agreement as Schedule A ("Project Assignment"). Subject to the terms of this Agreement, Vendor will render the services set forth in each Project Assignment accepted by Vendor by the completion dates, if any, set forth in such Project Assignment.

**1.2 Primary Agreement**

The services to be rendered by Vendor hereunder consist of a portion of the work that Affine Inc was engaged to perform for the "third party" further known "Client" identified in the Project Assignment pursuant to a contract between Affine Inc and Client ("the Primary Agreement"). Each of the provisions of the Primary Agreement that apply to the performance of services by Vendor hereunder is incorporated by reference. With respect to each such provision incorporated herein, references to Client shall be deemed to be references to Affine Inc, as appropriate, and references to Affine Inc shall be deemed to be references to Vendor, as appropriate.

**1.3 Client Engagement**

The vendor acknowledges that Affine Inc has exclusive rights and authority to manage the Primary Agreement and this Agreement, and to take all actions that it considers necessary to carry out either. Vendor will not

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have any right or authority to act or bind Affine Inc concerning the Primary Agreement. All Vendor contact with Client or Client's client associated with this Agreement must be coordinated with Affine Inc. Vendor agrees to provide the services hereunder to Affine Inc on an exclusive basis, working solely with Affine Inc to provide services to Client.

#### **1.4 Sub vendors/Subcontracting**

Vendor shall not use any subcontractor/sub vendor in connection with the performance of its services hereunder, unless Affine Inc. has granted prior written consent.

**1.5 Performance Standards.** The parties will consult and cooperate to coordinate the Services with the activities of Affine's employees and other representatives. The company will perform the Services in an efficient and expeditious manner and will ensure that all people performing any Services are properly trained, qualified, and experienced to perform the same. Upon Affine's request, the Company will remove any person that Affine determines to be unsuitable, unqualified, or otherwise objectionable from performing the Services. In performing the Services, the Company and all persons performing the Services on behalf of the Company will comply with all policies, procedures, and work rules in effect at Affine's facilities that are communicated to the Company or its representatives. In case of performance issue of "Consultant" vendor will be liable to pay Affine the actual invoice or similar pay

**1.6 Time Schedule.** If a Statement of Work does not set forth a delivery schedule or milestones for the performance of the Services, then the Company will perform such Services with due diligence under the circumstances. The parties agree that time is of the essence for the Company's performance hereunder. Vendor will promptly notify Affine of any factor that may affect vendor's ability to meet any deadlines set forth in the Statement of Work or otherwise agreed with Affine, together with the cause of such delay and the actions being taken by Company to overcome or mitigate the delay. However, such notice shall not relieve vendor from any responsibility or liability arising from any failure to meet such deadlines.

**1.7 Leaves.** All leaves of the "Consultant" should be approved by the Affine project manager. Leave request does not ensure confirmation, it is recommended that the Consultant obtains approval before making travel plans.

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## **2. Compensation**

### **2.1 Project acceptance**

Vendor must accept the project from the Affine project manager/client Vendor will render the services set forth in each Project Assignment accepted by Vendor by the completion dates, if any, set forth in such Project Assignment.

### **2.2 Timecards**

Vendor agrees to utilize timecards in a format acceptable to Affine Inc showing the actual hours worked by each employee of Vendor ("Consultant") and approved by an authorized signature of Client.

### **2.3 Payment of Services**

All the invoices should be submitted to Affine Inc within 60 days of the timesheet's approval date. Employees of Vendor("Consultant") are required to accurately fill in weekly timesheets for Affine Inc's to ensure hours are approved and therefore be eligible for payment. Affine Inc shall pay Vendor in Fifteen (15) days upon our receipt of the invoice which is supported by Affine's client approved timesheet. The consultant will submit a monthly timesheet to Affine. Any discrepancy in the timesheet must be brought to the notice of the Vendor within 3 (three) days of the receipt of the timesheet otherwise the timesheet shall be deemed to have been accepted by Affine. Any discrepancy in the invoice amount must be brought to the notice of the Vendor within 3 (three) working days of receipt of invoice(s) otherwise the invoice(s) shall be deemed to have been accepted by Affine.

### **2.4 Payment Disputes**

Any Payment Disputes are to be submitted in writing to Affine Inc within Thirty (30) days of Vendor's verified receipt of Affine Inc Payment. Any payment disputes submitted after Thirty (30) days will not be valid.

### **2.5 Compensation on termination**

Affine Inc will pay Vendor the fee set forth in each Project Assignment for services rendered pursuant to this Agreement. Upon termination of this Agreement for any reason, Vendor will be paid fees on the basis stated in the Project Assignment(s) for services which have been completed. Vendor will be reimbursed only for expenses which are incurred prior to termination of this Agreement for any reason, and which are either expressly identified in a Project Assignment or approved in advance in writing by an Affine Inc manager and Client manager. Reimbursement for expenses may be delayed until such time as Vendor has furnished such documentation for authorized expenses as Affine Inc may request. All invoices for expenses must be submitted by Vendor to Affine Inc within Forty-Five (45) days of the incurring such expenses.

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### **3.Independent Contractor Relationship**

Vendor's relationship with Affine Inc is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to create a partnership, agency, joint venture, or employment relationship. Vendor will not be entitled to any of the benefits which Affine Inc may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. A vendor is not authorized to make any representation, contract, or commitment on behalf of Affine Inc unless specifically requested or authorized in writing to do so by an Affine Inc manager. Vendor is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state, or local tax authority with respect to the performance of services and receipt of fees under this Agreement. Vendor is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of Vendor's compensation will be subject to withholding by Affine Inc for the payment of any social security, federal, state or any other employee payroll taxes. Vendor and Affine agree to indemnify each other and Client from, any damages, costs or expenses arising out of payment of its employees' wages, federal and state withholding taxes, FICA taxes, unemployment benefits, workers compensation or other payments which it is required to pay by law to its employees assigned to work hereunder.

### **4. Intellectual Property Rights.**

#### **4.1 Confidential Information**

(a) Definition of Confidential Information. Confidential Information as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, knowhow, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Affine Inc and Client, their respective Vendors and customers, and includes, without limitation, Affine Inc Innovations, Affine Inc Property, and Affine Inc's and Client's information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information.

(b) Nondisclosure and Non-use Obligations. Except as permitted in this paragraph, Vendor shall neither use nor disclose the Confidential Information. Vendors may use the Confidential Information solely to perform Project Assignment(s) for the benefit of Affine Inc and Client. Vendor agrees that Vendor should treat all Confidential Information of Affine Inc and Client with the same degree of care as Vendor accords to Vendor's own Confidential Information, but in no case less than reasonable care. If Vendor is not an individual, Vendor agrees that Vendor shall disclose Confidential Information only to those of Vendor's

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employees who need to know such information, and Vendor certifies that such employees have previously agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Vendor under this Agreement. Vendor agrees not to communicate any information of Affine Inc to the Client in violation of the proprietary rights of Affine Inc. Vendor will immediately give notice to Affine Inc of any unauthorized use or disclosure of the Confidential Information. Vendor agrees to assist Affine Inc and Client in remedying any such unauthorized use or disclosure of the Confidential Information.

(c) Exclusions from Nondisclosure and nonuser Obligations: Vendor's obligations under Paragraph 4.2(b) ("Nondisclosure and non-use Obligations") with respect to any portion of the Confidential Information shall not apply to any such portion which Vendor can demonstrate, (a) was in the public domain at or subsequent to the time such portion was communicated to Vendor by Affine Inc or Client through no fault of Vendor; (b) was rightfully in Vendor's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Vendor by Affine Inc or Client; or (c) was developed by employee of Vendor independently of and without reference to any information communicated to Vendor by Affine Inc or Client. A disclosure of Confidential Information by Vendor, either (a) in response to a valid order by a court or other governmental body, (b) otherwise required by law, or (c) necessary to establish the rights of either party under this Agreement, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Vendor shall provide prompt prior written notice thereof to Affine Inc to enable Affine Inc and/or Client to seek a protective order or otherwise prevent such disclosure.

#### **4.2 Ownership and Return of Affine Inc Property:**

All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to Vendor by Affine Inc or Client, whether delivered to Vendor by Affine Inc or Client or made by Vendor in the performance of services under this Agreement (collectively, the Affine Inc Property.) are the sole and exclusive property of Affine Inc or customers (including the Client), and Vendor hereby does and will assign to Affine Inc or Client all rights, title and interest Vendor may have or acquire in Affine Inc Property. Vendor agrees to return Affine Inc or Affine Inc's client Property no later than ten (10) working days from the date of termination (a) all Affine Inc Property, (b) all tangible media of expression in Vendor's possession or control which incorporate, or in which are fixed any Confidential Information, and (c) written certification of Vendor's compliance with Vendor's obligations under this sentence. d) Return hardware, software, laptop, any other equipment issued for the project.

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#### **4.3 Observance of Affine Inc Rules.**

At all times while on Affine Inc's premises and Client's premises, Vendor will observe Affine Inc's and Client's, as the case may be, rules and regulations with respect to conduct, health and safety and protection of persons and property.

#### **5. No Conflict of Interest**

During the term of this Agreement, Vendor will not accept work, enter into a contract, or accept an obligation, inconsistent or incompatible with Vendor's obligations, or the scope of services rendered for Affine Inc and Client's team introduced by Affine, under this Agreement. Vendor warrants that, to the best of Vendor's knowledge, there is no other contract or duty on Vendor's part, which conflicts with or is inconsistent with this Agreement. Vendor agrees to indemnify Affine Inc and Client from any and all loss or liability incurred by reason of the alleged breach by Vendor of any services agreement with the client.

#### **6. Term and Termination.**

##### **6.1 Term:**

This agreement is effective as of the Effective Date set forth above and will terminate on the completion or termination of all Project Assignments unless terminated earlier as set forth below.

##### **6.2 Termination by Affine Inc.**

Affine Inc may terminate this Agreement without cause at any time, with termination effective one month (30 days) after Affine Inc's delivery to Vendor of written notice of termination. Affine Inc also may terminate this Agreement (i) immediately upon Vendor's breach of Paragraph 4 ("Intellectual Property Rights"), 7 ("Non-interference with Business") or 9 ("Vendor Warranties"), or (ii)-. Affine will not be liable to provide employment to any of the vendor employees upon termination of the contract. Also, handoff of all the work to be done within 7 days of termination of service(s).

##### **6.3 Termination by Vendor**

Vendor may terminate this Agreement without cause at any time, with termination effective one month (30 days) after Vendor's delivery to Affine Inc of written notice of termination.

##### **6.4 Effect of Termination.**

If this Agreement is terminated for any reason, any and all work and/or assignments then in process shall be completed and handed over by Vendor within the notice period. Under no circumstances should any work or assignment be assigned or otherwise delegated by Vendor.

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### **6.5 Survival**

The definitions contained in this Agreement and the rights and obligations contained in Paragraphs 4 (“Intellectual Property Rights”), 6.5 (“survival”), 7 (“Non-interference with Business”), 9 (“Vendor Warranties”), 10 (“Indemnification”), 12 (“Records/Audit”) and 13 (“General Provisions”) will survive any termination or expiration of this Agreement.

### **7. Non-interference with Business**

During this Agreement, and for a period of one (1) year immediately following this Agreement’s termination or expiration, Vendor agrees not to interfere with the business of Affine Inc in any manner. By way of example and not of limitation Vendor agrees that neither it nor its employees, servants, or agents shall solicit or offer services to the Client in any manner which would circumvent, interfere with or otherwise adversely impact the Primary Agreement between Affine Inc and Client. Affine Inc agrees not to hire or solicit, directly or indirectly, Vendor’s personnel for the duration of the assignment set forth in Schedule A and for 2 years from the end of the assignment.

#### **7.1 Performance**

Vendor represents and warrants that all services shall be performed in accordance with the specifications of Client and recognized standards and customs in its field. Vendor further represents and warrants that these services shall proceed with promptness and diligence and shall be executed in accordance with the highest standards of workmanship to Client’s reasonable satisfaction.

### **8. Indemnification**

In addition to any other remedies which Affine Inc may have at law or in equity, Vendor agrees to defend, indemnify, and hold harmless Affine Inc, including their respective employees, directors, officers, partners, shareholders, affiliates, subsidiaries, or agents, from and against any expenses, costs, damages, losses, fines, penalties, judgments, or liabilities, including attorneys’ fees, arising from or in connection with:

- (a) Vendor’s or any of Vendor’s employees’ failure to comply with any of the terms of this Agreement.
- (b) Any violation by Vendor or any of Vendor’s employees of any federal, state or local law, statute, ordinance or regulation;
- (c) any illegal activities committed by or involving Vendor’s employees;
- (d) any infringement or alleged infringement of any work product, intellectual property or any subject matter upon any patent right, copyright, trade secret right, mask work right, or other proprietary right of the client;
- (e) any and all liability Affine Inc (or any of their respective employees, directors, officers, partners, shareholders, affiliates or agents) may incur by reason of bodily injury (including death) to any person, or damage to or destruction of any property caused by the act(s) of Vendor or any of Vendor’s employees;
- and (f) Vendor’s or Vendor’s employees negligence, omission or intentional misconduct while performing

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work or services for Affine Inc or Client under this Agreement.

## **9. Records/Audit; Evidence of Organization**

### **9.1 Record Retention**

Vendor agrees to maintain accounting records in accordance with generally accepted accounting principles necessary to disclose the basis for any charges or expenses billed to Affine Inc under this Agreement. Vendor shall retain such records for a period of three (3) years after the termination or expiration of this Agreement.

### **9.2 Supporting Documents**

Affine Inc and/or its Client where the resource is/was deployed will raise a request, upon not less than five (5) business days prior notice to Vendor, to collect specific documents related to local labor laws and other mandatory compliances which are applicable and indicate reason wherever not applicable, the documents would be related to their employees' such as time sheets, PF challans, invoices and contract agreement. The Vendor will mask all salary specific numbers, if present in any of these documents.

### **9.3 Organizational Documents**

Vendor shall provide Affine Inc with evidence of its corporate existence by providing Affine Inc with a copy of Vendor's articles of incorporation, articles of organization or another similar organizational document. The delivery of such evidence of organization shall be a condition precedent to the effectiveness of this Agreement.

## **10. General Provisions.**

### **10.1 Successors and Assigns**

Vendor may not subcontract or otherwise delegate Vendor's obligations under this Agreement without Affine Inc's prior written consent. Subject to the foregoing, this Agreement will be for the benefit of Affine Inc's successors and assigns and will be binding on Vendor's assignees.

### **10.2 Notices**

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) telecopy or facsimile transmission, upon acknowledgement of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may specify in writing.

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### **10.3 Governing Law**

This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Washington, as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Washington, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Washington, such personal jurisdiction shall be nonexclusive.

### **10.4 Severability**

If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

### **10.5 Waiver; Amendment; Modification**

No term or provision hereof will be considered waived by Affine Inc, and no breach excused by Affine Inc, unless such waiver or consent is in writing signed by Affine Inc. The waiver by Affine Inc of, or consent by Affine Inc to, a breach of any provision of this Agreement by Vendor, shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by Vendor. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing.

### **10.6 Injunctive Relief for Breach**

Vendor's obligations under this Agreement are of a unique character that gives them particular value; Vendor's breach of any of such obligations will result in irreparable and continuing damage to Affine Inc for which there will be no adequate remedy at law; and, in the event of such breach, Affine Inc will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

### **10.7 Entire Agreement**

This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all Project Assignments and services undertaken by Vendor for Affine Inc.

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#### **10.8 Neutral Construction**

The parties to this Agreement agree that it was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the parties' negotiations. Each party warrants and represents that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement shall not be construed against a party on the grounds that the party drafted or was more responsible for drafting the provision(s)

#### **10.9 Dispute Resolution**

Prior to bringing any suit, action or proceeding in connection with a dispute arising under this Agreement, a party must first give written notice to the other party describing the dispute and requesting it be resolved pursuant to this dispute resolution process (the "Dispute Notice"). If the persons providing or receiving the Dispute Notice are unable to resolve the dispute within thirty (30) days of delivery of the Dispute Notice, then each party shall escalate the dispute to a designated representative who has sufficient authority to settle the dispute. The designated representatives shall meet to discuss and negotiate in good faith a resolution to such dispute. If the parties are unable to resolve the dispute within thirty (30) days after escalation to the designated representatives, then either party may proceed with any other available remedy. This Section 13.9 does not apply to (a) the right of a party to seek a temporary restraining order or other provisional remedy to preserve the status quo or to prevent irreparable harm; or (b) disputes involving breaches of confidentiality or violation of a party's intellectual property rights.

#### **10.10 Background verification**

The Company may conduct a background or reference check (or both). If so, then you agree to cooperate fully in those procedures, approving the outcome of those checks, at the discretion of the Company.

#### **14 Computer Programs**

Vendor agrees that all computer programs (including source code, object code, and documentation) developed by its Contract Workers pursuant to the performance of Contract Services shall be and become the property of Affine Inc's end Client. Vendor agrees to assign and hereby assigns title therein to Affine Inc OR Affine Inc's end Client or agrees to cause such title to be so assigned.

#### **15 Copyrights**

Vendor agrees to grant, and hereby grants, to Affine Inc's end Client the entire right, title and interest to each and every copyright that is applicable to any work of authorship prepared by its Contract Workers pursuant to the performance of Contract Services and fixed in any tangible medium of expression

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(including, without limitation, drawings, prints, records, notebooks, manuals, computer programs, computer data, computer printouts, and specifications), and expressly waives and warrants waiver of all moral rights in suchwork.

#### 16. Agreements.

Vendor represents and agrees that each of its Contract Workers involved in performing Contract Services, supervisory Contract Workers, shall have first executed a written agreement providing its understanding andacknowledgement of Affine Inc's end Client's policies.

#### 17. Guidelines

Vendor shall make available to all Contract Workers a copy of the guidelines as set forth on Attachment C("Contract Worker Guidelines") attached hereto.

#### 18. Contingency

The Vendor shall ensure and maintain appropriate contingency planning measures in order to address any volume increase that the Client may have. Additionally, Vendor shall also provide Affine Inc OR Affine Inc's end Client with adequate notice of any contingency with the Vendor which will impact the supply of Contract workers to Affine Inc's end Client and shall also in the event of such contingency plan appropriate alternative measures to address disruption of Services arising out of such contingency.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**"AFFINE"**

By: 

Name: Saurabh Tandon

Title: President – Affine Inc

Date: 08-May-2023

**"VENDOR"**

By: \_\_\_\_\_

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

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

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

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