

## CONSULTANT AGREEMENT

THIS AGREEMENT is made on **27<sup>th</sup> October 2021**, by and between SRS Infoway with its principal place of business at No 30, SSR Pankajam Towers, Arunachalam road, Saligramam, Chennai -600093 (hereinafter sometimes referred to as "SRS Infoway"), and **Ashu** Son/daughter of **Jai Bhagwan Garg** residing at Ashu Garg D/o Ramesh Chandra Agarwal, Mohalla Kanoon goyan Faridpur, Bareilly 243503. Hereinafter sometimes referred to as "INDEPENDENT CONSULTANT" **Software Developer@ Infosys**).

WHEREAS, SRS Infoway is now and has been in the past engaged in business as a consultant to industry in computer-related fields; and WHEREAS, SRS Infoway from time to time has had the occasion to subcontract some of its assignments; and **Ashu** WHEREAS, Technical Consultant is now, and has for some time been, engaged in contracting assignments of a similar nature and is capable of performing the services required; and WHEREAS, SRS Infoway has obtained a contract for said consulting services to be rendered to INFOSYS LIMITED – **Bangalore**. (Hereinafter sometimes referred to as "CLIENT"). CLIENT in this contract also refers to any SRS Infoway customer to whom INDEPENDENT CONSULTANT is introduced or has performed services for, as a result of this contract or any other previous contracts with SRS Infoway; and WHEREAS, INDEPENDENT CONSULTANT is desirous of performing said contract for SRS Infoway and will provide said consulting services. NOW, THEREFORE, in consideration of the promises of the PARTIES contained herein, the mutual Parties agree as follow:

### 1) CONTRACT TERM.

Independent consultant will start the consulting services with SRS Infoway's client "INFOSYS LIMITED – **Bangalore**. Location" tentatively on or before **26<sup>th</sup> November 2021** for the period until 12 Months. This contract will not end unless otherwise officially terminated according to Paragraph Nine.

### 2a) CONTRACT CONSIDERATION

INDEPENDENT CONSULTANT shall be paid the sum of Rs.**141666.67(One Lakh Forty-One Thousand Six Hundred Sixty-Six Rupees per Month/ 6746.032 INR Per day (21 days))** for each approved Hour of consulting services rendered to CLIENT by INDEPENDENT CONSULTANT which is inclusive of 10% TDS – **14166 INR, 3600.00 INR** for standard PF & **210.00 INR** for standard PT Deductions.

## 2b) EXPENSES

All expenses, unless rebillable to the CLIENT, are the INDEPENDENT CONSULTANTS responsibility. Rebillable expenses will adhere to policies established by SRS Infoway with the CLIENT. Each expense INDEPENDENT CONSULTANT incurs must be approved by CLIENT in advance. Only expenses actually incurred by INDEPENDENT CONSULTANT and approved by CLIENT shall be reimbursed to INDEPENDENT CONSULTANT.

## 3. VERIFICATION OF SERVICES.

The CONSULTANT would be expected to enter their hours in the SRS Infoway / Client timesheet and have the same verified by means of the signature of an authorized representative of the CLIENT; following which it needs to be emailed to [hr@srsinfoway.com](mailto:hr@srsinfoway.com)

## 4. INVOICES.

INDEPENDENT CONSULTANT shall present invoices for payments outlined in paragraph two herein to SRS Infoway once every month. The invoices shall be for remuneration for the number of approved hours of consulting services rendered by INDEPENDENT CONSULTANT to CLIENT during the period that was substantiated by verification on the corresponding time sheets pursuant to Paragraph Three herein. INDEPENDENT CONSULTANT'S invoices shall have attached thereto a copy of the said verified time sheets. Each invoice must be attached with an approved time sheet. Further the period of service for each invoice must align with SRS Infoway / Client's then current time-sheet period.

## 5. PAYMENT.

Payment will be processed to INDEPENDENT CONSULTANT for the approved timesheets on or before 5th of every month if we receive approved timesheets before 5th of particular month, if we receive approved timesheets after 5th of that particular month the payment is processed within two days after we receive approved timesheets. INDEPENDENT CONSULTANT agrees that payment of services is contingent upon SRS Infoway receiving a completed and client-approved verification of hours and services rendered to CLIENT. SRS Infoway nor its Clients will be responsible for paying additional expenses incurred by the INDEPENDENT CONSULTANT to begin work for SRS Infoway. This includes but is not limited to expenses such as accommodation expenses, travel expenses, board and lodging and also opportunity costs incurred by INDEPENDENT CONSULTANT.

6a) INDEPENDENT CONSULTANT'S RESPONSIBILITIES.

INDEPENDENT CONSULTANT agrees to perform his services diligently and to use his best efforts to meet the needs and requirements of CLIENT, to promote the image of SRS Infoway, and to increase the good reputation which SRS Infoway enjoys to the end that INDEPENDENT CONSULTANT and SRS Infoway may derive the greatest profit.

6b) INDEPENDENT CONSULTANT represents and warrants to SRS Infoway that in entering into and carrying out the provisions of this agreement, INDEPENDENT CONSULTANT shall not be violating any contract agreements, or any other obligation which INDEPENDENT CONSULTANT may have with any other party. In any event, INDEPENDENT CONSULTANT shall indemnify, save and hold harmless SRS Infoway from any liability, costs or expenses (including attorney's fees), incurred by SRS Infoway due to claims asserted against it resulting from INDEPENDENT CONSULTANT and/or, violating any contract, agreement, or any other obligation of INDEPENDENT CONSULTANT and/or with another party or entity. THE INDEPENDENT CONSULTANT WILL BE HELD LEGALLY LIABLE FOR BOTH COMPENSATION AND CRIMINAL CHARGES AGAINST THEMSELVES IN CASE OF VIOLATION CAUSED BY EITHER ABSCONDING OR BY FLEEING AWAY WITH THE PROPERTY OF THE OTHER PARTY.

7a). RESTRICTIVE COVENANT.

In consideration of SRS Infoway entering into this Agreement and the parties each recognizing the unique character and nature of the services to be rendered by INDEPENDENT CONSULTANT and the nature of the relationship which must be established with CLIENT, INDEPENDENT CONSULTANT agrees that he shall not directly, individually or as an employee, partner, officer, director, stockholder or in any other capacity whatsoever of any person, firm, partnership or corporation in any way transact, carry on or conduct or refer or recommend any business as consultant or otherwise with CLIENT except pursuant to this Agreement, during the term of this Agreement, and for a period of 12 Months after termination of this Agreement, whether voluntarily or involuntarily. This provision may be waived only on a case-by-case basis in writing by an executive officer of SRS Infoway, in its sole discretion, prior to the INDEPENDENT CONSULTANT taking action for which the waiver is sought.

Further, INDEPENDENT CONSULTANT will ensure that they understand that they are representing SRS Infoway in front of the clients at all times.

#### 7b) PROHIBITED ACTIVITIES.

In consideration of SRS Infoway entering into this Agreement and the parties each recognizing the unique character and nature of the services to be rendered by INDEPENDENT CONSULTANT and the nature of the relationship which must be established with the CLIENT, INDEPENDENT CONSULTANT agrees that he shall not directly, individually or as an employee, partner, officer, director, stockholder or in any other capacity whatsoever of any person, firm, partnership or corporation in any way, without the written consent of SRS Infoway, perform or engage in the activities or services listed below:

(a) Influencing or attempting to influence the CLIENT to transfer its business or patronage from SRS Infoway to any other company or person.

(b) Disclosing to any individual entity the names, addresses or requirements of, or other confidential or proprietary information, or trade secrets relating, the CLIENT, the prices charged to the CLIENT or the practices used in servicing the CLIENT.

(c) In any other manner interfering with, disrupting or attempting to disrupt the relationship, contractual or otherwise, between SRS Infoway and the CLIENT.

(d) The CONSULTANT will not discuss matters of rates with anyone including co-workers, and the CLIENT. The prohibited activities clause will remain in effect during the term of this Agreement, and for a period of 12 Months after termination of this Agreement (except for point d above which is valid for only six (6) months) whether voluntarily or involuntarily. This provision may be waived only on a case-by-case basis in writing by an executive officer of SRS Infoway, in its sole discretion, prior to the INDEPENDENT CONSULTANT taking action for which the waiver is sought.

8a CONFIDENTIALITY All data and techniques concerning CLIENT's system design and file formats or contents and information of any nature that are made available by CLIENT or that become available to INDEPENDENT CONSULTANT by virtue of this Agreement or the relationship created by this Agreement shall be held in strict confidence by INDEPENDENT CONSULTANT during the term of this Agreement and for a period of 1 year after termination of this Agreement. Such confidential disclosures that are made or such confidential information that is made or becomes available to INDEPENDENT CONSULTANT is made in strict reliance on this promise.

8b) As further consideration for SRS Infoway entering this agreement with INDEPENDENT CONSULTANT, INDEPENDENT CONSULTANT agrees that the Software Programs, specifications, documentation and all modifications thereto, including all other technical information developed hereunder shall become and remain the property of SRS Infoway and its CLIENT. SRS Infoway or its CLIENT may copyright such material in SRS Infoway name or SRS Infoway and its CLIENT's name.

#### 9. TERMINATION.

(a) This Agreement may be terminated by SRS Infoway in whole or in part at any time and for any reason upon the occurrence of any of the following:

(1) The termination of the Prime Contract by the end client; (or) (2) Employment as per this offer is subject to your background verification, INDEPENDENT CONSULTANT background verification report should be "GREEN" in all the parameters.

(b) Accrued liabilities under this Agreement shall remain in full force and effect in the event of termination under Subsection 9(a).

(c) INDEPENDENT CONSULTANT should provide a minimum of **30 days** written notice for terminating this contract. IN CASE THE INDEPENDENT CONSULTANT TERMINATES THIS AGREEMENT WITHOUT PROPER NOTICE WITH SERVING PERIOD OF A MINIMUM OF 30 DAYS NOTICE PERIOD, THE INDEPENDENT CONSULTANT WILL HAVE TO BUYBACK THE NOTICE PERIOD FROM SRS INFOWAY AS 8% OF THE ANNUAL CTC AS COMPENSATION AGAINST THEIR EXPENSES TO THEIR ONBOARDING AND TRAINING PROCESS TO AVOID ANY LEGAL ACTION BEING TAKEN AGAINST THEM. FURTHER, SRS INFOWAY WILL NOT BE LIABLE TO PAY FOR ANY UNPAID INVOICES FROM THE CLIENT.

(d) While serving the notice period, the INDEPENDENT CONSULTANT shall be working with due diligence and sincerity as expected out of him/her, maintaining the set working standards and schedules. Deviation from such shall be considered as negligence in serving the notice period and will hold them responsible under clause 9(c) of the Consultancy Agreement.

#### 10. INDEPENDENT CONSULTANT'S CERTIFICATION.

Under no circumstances is it intended that INDEPENDENT CONSULTANT shall be considered an agent, servant, or employee of SRS Infoway. INDEPENDENT CONSULTANT having maintained his/her own

business and SRS Infoway shall not be responsible for providing any insurance whatsoever nor for withholding any taxes or other sums from INDEPENDENT CONSULTANT'S invoices. If requested, INDEPENDENT CONSULTANT shall furnish SRS Infoway with documentation supporting the payment of all withholding. Further, The INDEPENDENT CONSULTANT shall not be considered an employee of SRS Infoway within the meaning of any federal, state or local laws or regulations covering Unemployment Compensation, Industrial Accident, Labor or Taxes. Nor shall the INDEPENDENT CONSULTANT be considered an employee within the meaning or application of the SRS Infoway employee fringe benefits programs for the purpose of vacations, holidays, pension, profit sharing, group insurance, accidental death, medical, hospitalization and surgical benefits.

#### 11a) INDEMNITY.

INDEPENDENT CONSULTANT does hereby indemnify and hold harmless SRS Infoway and its officers and employees against any and all claims made by any Federal, State and or City agency for failure to withheld any taxes or pay any type of payroll taxes, unemployment insurance and/or workmen's compensation and similar items ("Tax Items"), whether or not required to be withheld from amounts paid to INDEPENDENT CONSULTANT, and shall be responsible to pay and satisfy all such claims, which have been reduced to judgement or settlement and the settlement agreement to include the consent of the INDEPENDENT CONSULTANT, and shall be responsible and indemnify and hold harmless SRS Infoway , the officers, agents, and employees for all attorneys' fees, costs, expenses and disbursements incurred in connection with such claims or actions arising out of said Tax Items.

#### 12. HEADINGS.

The headings or titles of the Paragraphs or sub-paragraphs of this Agreement are for convenience only and not part of this Agreement and shall not be used as an aid in construction of any provision thereof.

#### 13. SUPERSEDE.

This Agreement supersedes any previous agreements among SRS Infoway and INDEPENDENT CONSULTANT, regarding the CLIENT mentioned in this contract.

#### 14. SEVERABILITY.

In the event that any provision of this Agreement is determined to be invalid or unenforceable in any

jurisdiction, the remaining provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed so as to effectuate the purpose and intent of the parties.

#### 15. ASSIGNMENT.

This Agreement is not assignable by either party, except that this Agreement is assignable by SRS Infoway to any Company within the SRS Infoway affiliated group.

#### 16. ENTIRE AGREEMENT.

This instrument contains the entire agreement between the parties. It may not be altered or amended except in writing signed by the party against whom such alteration is sought to be enforced.

#### 17. GOVERNING LAW, ATTORNEY, AND CONSENT TO JURISDICTION.

This Agreement shall be governed and construed in accordance with the laws of India. The parties hereto acknowledge that this Agreement was negotiated in India and each agrees and consents that should litigation be instituted, it shall be instituted in the Court and each further consent to the jurisdiction of those Courts. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he may be entitled.

#### 18. Communication with Coworkers.

INDEPENDENT CONSULTANT will, under no circumstances, discuss with the coworkers involved in this project, about pay rate or benefits. This will be considered as a breach of contract.

#### 19. Communication with the End Client.

INDEPENDENT CONSULTANT will, under no circumstances, discuss with the End Clients or any consulting company or agency involved in this project, other than SRS Infoway Inc, any problems of any nature pertaining to salary, benefits, relocation or other issues or disputes that may exist or arise between INDEPENDENT CONSULTANT and SRS Infoway. This will be considered as a breach of contract.

20. INDEPENDENT CONSULTANT understand and agrees that the SRS Infoway has spent reasonable time, efforts and resources to recruit, train and establish certain level of confidence with its CLIENT and

by proposing CONSULTANT and is risking its resources, expenses and reputation with its CLIENT. CONSULTANT hereby accepts and agrees that SRS Infoway will suffer irreparable harm in the event CONSULTANT backs out from joining the project or leaves within 6 months of joining. Therefore, the CONSULTANT must compulsorily devote and work for 6 months in the project assigned by the CLIENT. In the event INDEPENDENT CONSULTANT is in breach of any of the above clause Consultant will be liable to SRS Infoway for liquidated damages of Rs.3,00,000 (3 Lakh Rupees). IN CASE OF ABSCONDING OF THE INDEPENDENT CONSULTANT, HE/SHE WILL BE LIABLE FOR COMPENSATING SRS INFOWAY AS PER CLAUSE 9(C) OF THE CONSULTANT AGREEMENT. IF THE INDEPENDENT CONSULTANT HAS TAKEN AWAY VALUABLE BELONGINGS OF THE CLIENT THEN BOTH THE CLIENT AND SRS INFOWAY CAN FILE CRIMINAL CHARGES UNDER INDIAN PENAL CODE SECTION 379, SECTION 419 AND SECTION 420. OTHER THAN THAT, CIVIL CHARGES WILL BE IMPOSED AS ABSCONDING MEANS BREACH OF CONTRACT, WHICH WILL ALSO LEAD TO BLACKLISTING OF THE CANDIDATE IN THE HR DEPARTMENT FOR ANY FUTURE FEEDBACK.

21. FINALITY OF JOININGIT SHALL BE DEEMED TO BE A BREACH OF CONTRACT IF AN INDEPENDENT CONSULTANT SIGNS THE CONSULTANT AGREEMENT AS AN EXPENSE HAS BEEN MADE BY SRS INFOWAY TO PROCURE AND RECRUIT THE CONSULTANT WHICH SHALL BE DEEMED AS COMPENSATION MADE AGAINST THE SIGNING OF THE CONTRACT. IF THE INDEPENDENT CONSULTANT DOES NOT REPORT BACK FOR JOINING, SHALL BE HELD ABSCONDING AND BE LAIBLE FOR COMPENSATION AS PER CLAUSE 9(C) OF THE CONSULTANT AGREEMENT.

INDEPENDENT CONSULTANT	SRS Infoway
SD: _____	SD: _____
BY: <b>Ashu</b>	BY: SV Sangeetha / HR Manager
Date: <b>27-10-2021</b>	Date: <b>27-10-2021</b>

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year above written.



Detailed salary structure:

S	items	Current Value (Rs)	
		PM	PA
A	Cost to Company	141666.67	1700000
B	Bonus Amount / Incentive amount	0.00	0
C	Base Compensation (A-B)	141666.67	1700000
D	Basic Salary	70833.33	850000
E. Allowances	Allowances Available above the Basic Salary (D-C)	70833.33	850000
	Monthly		
	House Rent Allowance	35416.67	425000
	Special Allowance	33816.67	405800
	Conveyance Allowance	1600.00	19,200
	<b>Total - E</b>	<b>70833.33</b>	<b>850000</b>
<b>Gross Salary(B+D+E)</b>		<b>141666.67</b>	<b>1700000</b>
F. Deductions	Employee's & Employer's PF Contribution	3600.00	43,200
	Tax Deducted at Source - 10%	14166.67	170000
	Professional Tax	210.00	2,520
	<b>Total- F</b>	<b>17976.67</b>	<b>215720</b>
<b>Take Home (Per Month)</b>		<b>123,690.00</b>	

SD: \_\_\_\_\_

BY: **Ashu**

Date: 27-10-2021