**Consultant Agreement**

This Consultant Agreement (“Agreement”) is made and entered into by the undersigned parties: **doodleblue Innovations private limited** (known as the “Company”) and **Harsh Bansal (**known as the “Consultant”).

In consideration of the promises, rights and obligations set forth below, the parties hereby agree as follows:

**Terms of Agreement**

The parties hereby agree as follows:

## Term

## The term of this Agreement is from and continues until the further notice from either parties, unless terminated earlier as set forth in this Agreement. The term of this Agreement may be extended by mutual agreement between the parties.

## Services

## The Consultant will provide the following services:

## The Consultant shall take direction from his/her reporting Manager. Additional services or amendments to the services described above may be agreed upon between the parties.

## Compensation

## Subject to providing the services as outlined above, the Consultant will be paid the sum of -INR 40,000/- Fixed per month.

## The Consultant shall be invoiced monthly upon completion of the services, with payment due within 15-20 business days of receipt of the invoice.

1. If we have an agreement on the monthly payment, the same shall be paid on 8th of every month

## Relationship

* The Consultant will provide the Consultant’s services to the Company as an independent Consultant and not as an employee.
* The Consultant agrees that the Company shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Pension Plan contributions on any amounts paid by the Company to the Consultant or amounts paid by the Consultant to its employees or Consultants. The Consultant also agrees to indemnify the Company from any and all claims in respect to the Company’s failure to withhold and/or remit any taxes.
* The Consultant agrees that as an independent Consultant, the Consultant will not be qualified to participate in or to receive any employee benefits that the Company may extend to its employees.
* The Consultant is free to provide services to other clients, so long as such other clients are not in competition with the Company and so long as there is no interference with the Consultant’s contractual obligations to the Company.
* The Consultant has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Company.

## Confidentiality and Intellectual Property

* The Consultant hereby acknowledges that it has read and agrees to be bound by the terms and conditions of the Company’s confidentiality and proprietary information which forms an integral part of this Agreement. If the Consultant retains any employees or Consultants of its own who will perform services hereunder, the Consultant shall ensure that such employees or Consultants execute an agreement no less protective of the Company’s intellectual property and confidential information than the attached agreement.
* The Consultant hereby represents and warrants to the Company that it is not party to any written or oral agreement with any third party that would restrict its ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform the Consultant’s obligations hereunder and that the Consultant will not, by providing services to the Company, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.
* The Consultant hereby agrees that, during the term of this Agreement and for 3 months following the termination hereof, the Consultant will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of any Company employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of the Company in a manner that conflicts with or interferes in the business of the Company as conducted with such customer or supplier.

## Termination

* The independent Consultant relationship contemplated by this Agreement is to conclude on **End Date** unless terminated earlier as set forth below. The Consultant agrees that no additional advance notice or fees in lieu of notice are required in the event the relationship terminates on **End Date.**
* The Consultant agrees that the Company may terminate this Agreement at any time without notice or any further payment if the Consultant is in breach of any of the terms of this Agreement.
* The Company may terminate this Agreement at any time at its sole discretion, upon providing to the Consultant 5 days advance written notice of its intention to do so or payment of fees in lieu thereof.
* The Consultant may terminate this Agreement at any time at its sole discretion upon providing to the Company 15 days of notice of Consultant’s intention to do so. Upon receipt of such notice the Company may waive notice in which event this Agreement shall terminate immediately.

1. **No Publicity**

The parties agree not to disclose their participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with the other party.

## Entire Agreement

## This Agreement, together with the Confidentiality and Proprietary Information Agreement, represents the entire agreement between the parties and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts and understandings with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual written agreement of the party.

## Assignment

## This Agreement shall be to the benefit of and shall be binding upon each party’s successors and assigns. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party.

1. **Non-Compete**

During the term of this Agreement and for a period of 5 (three) years thereafter, the consultant shall refrain from engaging with, or otherwise participating in any business or platform that competes directly/indirectly, related to or is similar to the business of doodleblue.

1. **Data Protection Laws**

* The Consultant agrees to comply with the applicable data protection laws in India.
* The Company acknowledges that it will comply with all applicable data protection laws.

1. **Governing Law and Jurisdiction**

This Agreement shall be governed and construed in accordance with Indian law, courts of Chennai. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

1. **Severability**

It is the desire and the intent of the parties that the terms and conditions of this Agreement shall be enforced to the fullest extent permitted under applicable laws. Accordingly, if any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, or becomes by operation of law invalid or unenforceable, then this Agreement shall be deemed amended to delete therefrom the portion that is adjudicated or which becomes by operation of law invalid or unenforceable, such deletion to apply only with respect to the operation of that term or condition and the remainder of this Agreement full force and effect.

1. **TDS Policy**

10% TDS will be deducted from the monthly payout.

1. **Notice**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to *[doodleblue Innovations Private Limited]*:

Prakash Presidum 5th floor. 110 MG Road, Nungambakkam, Chennai 600034

If to: Ramkumar Vellaisamy

Address:

1. **No Implied Waiver**

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

1. **Headings**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first above written.

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| --- | --- |
| **Harsh Bansal** | **Company** |
| Signature: Harsh Bansal | Signature |