


SERVICE AGREEMENT

This Service Agreement ('**Agreement**') is executed as of this day of **24th February, 2023** by and between:

M/S ATRIA CONVERGENCE TECHNOLOGIES LIMITED, a company incorporated under the provisions of Companies Act, 1956, having its Chennai Regional Office at TVH Belicia Towers, Tower 1, 10th Floor, Block No.94, MRC Nagar, 1st Lane, R.A. Puram, Chennai – 600 028 & Registered Office at No. 1, 2nd & 3rd Floor, Indian Express Building, Queens Road, Bangalore-560 001, represented by its **Authorised Signatory - Mr. Saurabh Kaushik- V.P. Supply Chain** (hereafter referred to as '**ACT**', which expression shall, unless repugnant to the context thereof, mean and include its successors and permitted assigns) of the **FIRST PART**.

<p>For M/s. Atria Convergence Technologies Limed. DocuSigned by:</p>  <p>DocuSigned by: <i>Mr. Saurabh Kaushik</i> 58FC33AC173343F...</p> <p>Authorized Signatory</p>	<p>For M/s. Warpe Academy Private Limited</p> <p>DocuSigned by: <i>Director</i> 9E2A5A82EE6E4EA...</p> <p>Director</p>
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AND

WARPE ACADEMY PRIVATE LIMITED, a company incorporated under the provisions of Companies Act, 2013, having its registered office at No.129/4A3, Sriram Nagar, MM Nagar, 5th Street, Madurai, Tamil Nadu-625014, represented by its **Director – Muthuraman Jaikrishnan**, hereinafter referred to as "**Service Provider**", which term shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns of the **OTHER PART**.


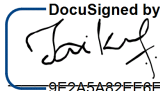
WHEREAS:

1. ACT is a Licensed Internet Service Provider providing internet services in the State of Tamil Nadu among various other states and cities in India for which it has requisite license issued by the Department of telecommunication, Government of India, New Delhi.
2. The Service Provider is engaged in the business of providing recruitment Services and has relevant experience, expertise and skill in providing the same, which are more fully described in Schedule-1 to this Agreement.
3. ACT has agreed to engage the Service Provider for providing the recruitment services in Tamil Nadu and other cities across India, upon terms and conditions set out in this Agreement.
4. ACT may issue Service Orders for the Services to the Service Provider based on this Agreement from time to time [hereinafter referred to as '**Service Order(s)**'] as definitive agreements which shall be subject to the terms below and may also contain such other provisions as mentioned in the Service Order(s).

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Services

- 1.1 Service Provider shall provide the services more particularly specified in **Schedule 1** hereof (the '**Services**') to ACT under this Agreement in the manner and on the terms & conditions contained herein.
- 1.2 Service Provider shall comply with the instructions provided by ACT from time to time relating to the performance of the Services, duties, and obligations under this Agreement or any Service Order. The Services rendered by Service Provider shall be subject to regular review by ACT and its decision as to the quality thereof shall be final and absolute.
- 1.3 ACT may from time to time issue an Additional Services Notification in writing requesting Service Provider to perform additional services ('**Additional Services**'). In the event that such


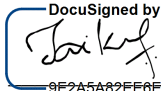
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Additional Services are incidental to the Services specified in Schedule 1 it shall be provided by the Service Provider at no extra cost to ACT. ACT shall pay Service Provider additional fees, only in the event that the extra services mentioned in the Additional Services Notification is not covered within the scope of Schedule 1, as may be mutually agreed to between the Parties in this respect.

- 1.4 Service Provider expressly acknowledges and agrees that the Parties have entered into this Agreement on a non-exclusive basis and that ACT may, in its absolute discretion, acquire from third parties, services similar to or identical to the Services being provided by Service Provider under this Agreement.
- 1.5 The Service Provider shall:
- (a) Deploy their own personnel in rendering the Services under this Agreement;
 - (b) Ensure that the Services are performed according to the terms and conditions of this Agreement and Service Orders.
- 1.6 The Service Provider shall pay the wages and all other statutory dues of their Personnel(s). The personnel(s) appointed for any aspect of the Services can be changed after intimating ACT. The Service Provider shall ensure that such change of its personnel does not in any way delay the progress and completion of the Services.

2. PAYMENT TERMS

- 2.1 In consideration of the Services to be provided by Service Provider and performance of the terms and conditions contained in this Agreement, ACT shall pay to Service Provider such prices and charges as described in **Schedule 2** hereof (the '**Price**'). The Price shall be inclusive of all expenses, duties, levies, taxes, cost, expenses and charges which may be incurred or paid by Service Provider during and with regard to the rendering the Services or as a result thereof.
- 2.2 Service Provider undertakes not to make any claim from ACT regarding any additional costs, expenses or extension of the Services beyond that specifically authorized by ACT under any circumstance whatsoever.
- 2.3 Service Provider shall give ACT the 'Most Favoured Customer' status at all times during the Term of this Agreement and the Service Orders. The Service Provider accordingly confirms that the Prices offered under this Agreement are the lowest offered to any telecom operator in India. Further, if the Service Provider offers prices to any other customer in India which are lower than that specified in this Agreement and the Service Orders for similar products, equipment, documents, services etc. which are included within the scope of Services under this Agreement without any consideration of volumes and terms and conditions of this Agreement, then the Service Provider shall pass on such benefit to ACT with or without ACT asking for the same. This clause 2.3 shall survive termination of this Agreement.

For M/s. Atria Convergence Technologies Limed.	For M/s. Warpe Academy Private Limited
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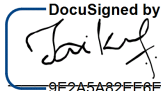
- 2.4 All payment by ACT to Service Provider under this Agreement and the Service Orders shall be made subject to deduction of all applicable taxes, for the time being in force. In case of any statutory reduction in Prices and, or, taxes etc., proportionate reduction shall be offered in Price to ACT by Service Provider on its own.

3. REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER

3.1 Service Provider warrants and represents to ACT that:

- (a) It has full power and authority to enter into this Agreement and perform the Services and it has the necessary expertise to duly perform the Services under this Agreement;
- (b) It shall ensure that the Services are performed to the highest standards of professionalism and skill and otherwise in accordance with instructions, specifications, procedures, standards, guidelines, timeframe, if any, as are issued from time to time, by ACT for the performance of the Services to the satisfaction of ACT;
- (c) The service provider shall provide the suitable profile within 72 hours from the time of sharing the requirement by ACT.
- (d) It shall be responsible for its corporate and personnel taxes if any, and shall indemnify and hold harmless ACT for any liability in this connection;
- (e) It shall perform the Services under this Agreement in such manner so as to not adversely affect the reputation and goodwill of ACT or its business associates or affiliates;
- (f) It shall maintain proper and accurate records relating to the conduct of the Services, if any, under this Agreement during the term of this Agreement and for Three (3) years after that and shall at the request of ACT provide to them, copies of such records;
- (g) It shall ensure compliance with all applicable laws and regulations in the performance of the Services under this Agreement;
- (h) Service Provider represents that it has previous experience in executing services that are similar to the Services and it shall appoint or deploy such experienced staff for the purpose of delivering the Services under this Agreement;

- 3.2 Service Provider acknowledges that Service Provider may be provided access to offices of ACT and may be allowed use of the equipment or facilities for rendering Services to ACT only in terms of this Agreement and if specifically allowed by ACT. In these circumstances Service Provider shall ensure that any products or equipment provided by ACT to Service Provider for the purpose of providing the Services shall be utilized for that purpose only and shall, on ACT's request, be returned promptly to ACT in good order (fair wear and tear excepted). Service Provider

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undertakes not to claim any right, title and interest of any nature whatsoever in the office and, or, the equipment or facilities provided by ACT, at any point of time during the currency of this Agreement or after its expiry. In the event of damage to the property of ACT caused by the Service Provider including its employees or agents or nominees or representatives, ACT shall have the right to deduct the cost of the damages from the Price payable to the Service Provider. In the event the cost of the damages incurred is in excess of the Price, ACT shall have the right to claim the total amount of damages from the Service Provider.

- 3.3 Service Provider acknowledges that ACT is under no obligation whatsoever to order the entire or any portion of the services covered within the scope of Services mentioned in this Agreement. The terms and conditions and specifications of the Services under this Agreement or the Service Order may be amended, altered and, or, modified by ACT at its option. The Service Provider further acknowledges that, ACT shall not be under any restricted timeframe to order the desired number/type of services covered within the scope of Services under this Agreement.
- 3.4 Compliance with Laws – Service Provider, and the Services rendered by it shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of India, including, but not limited to, those relating to wages, hours and conditions of employment, discrimination, occupational health/safety and motor vehicle safety. Service Provider will not utilize any form of forced or involuntary labour or child labour in the performance of the Services under this Agreement. Upon ACT's request, Service Provider will certify in writing its compliance with the foregoing. Service Provider will defend, hold harmless and completely indemnify ACT from and against any liability, claims, demands, damages or expenses (including reasonable attorney or other professional fees and disbursements) arising from or relating to Service Provider's non-compliance with this Clause.


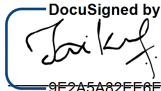
4. TERM

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall be for a period of **01 (one) year** effective from **14th day of February 2023 to 13th day of February 2024**, subject to earlier termination in terms of Clause 5 below. During the Term of the Agreement and prior to its expiry, ACT shall issue a Service Order/s which shall be in the nature of a definitive contract and the effective date of that Service Order shall be the effective date of the definitive contract between ACT and Service Provider.

5. TERMINATION

5.1 Termination of Agreement or Service Order by ACT:

- (a) If Service Provider has failed to remedy a breach of this Agreement or any Service Order within fourteen (14) days of ACT's written notification to the Service Provider of such breach, ACT shall be entitled to terminate this Agreement or any Service Order without further reference or notice to the Service Provider.

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- (b) Notwithstanding any other provision of this Agreement or any Service Order, ACT may terminate this Agreement without cause on Thirty (30) days' written notice.

5.2 Termination of Agreement or Service Order by the Service Provider:

- (a) In the event if the payment of Price under this Agreement or any Service Order is not made by ACT after Acceptance of the Services by ACT, the Service Provider shall give a thirty (30) days' written notice to ACT;
- (b) On the expiry of the notice period the matter shall be referred to arbitration to be resolved in accordance with the procedure laid out in Clause 22 of this Agreement; and
- (c) In the event the arbitral award is in favour of the Service Provider, it may terminate this Agreement by giving ACT sixty (60) days' written notice. In the event the arbitral award is in favour of ACT, the Service Provider shall pay damages for Delay to ACT in accordance with clause 11 of this Agreement.

5.3 The provisions of Clauses 2.3, 7, 8 and 12 shall survive the expiration or earlier termination of this Agreement.

6. RELATIONSHIP


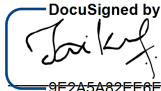
6.1 Independent Contractor

The relationship between ACT and Service Provider is that of principal and independent contractor. Nothing in this Agreement shall be taken as constituting Service Provider an employee or agent of ACT. The Parties undertake that none of their respective employees and staff shall be construed in any manner, either expressly or by implication, as the employees or agents of the other Party and the other Party shall not be liable in any manner whatsoever for any claims, demands and the like made by them. This Agreement shall be construed as being entered on a Principal-to-Principal basis.

6.2 Mutual Acknowledgements

Service Provider and ACT acknowledge that:

- (a) Neither is the legal representative, agent, joint venture or partner of the other for any purposes; and
- (b) Neither of them has any right or authority to assume or create any obligations of any kind or to make any representations or warranties, whether express or implied, on behalf of the other or to bind the other in any respect.


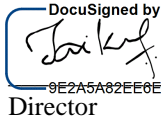
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6.3 Service Provider's further Acknowledgement

Without limitation to Clause 6.2(b), Service Provider acknowledges that neither it nor its employees, agents or representatives shall be entitled to make representations or give or purport to give warranties either on their own behalf or on behalf of ACT other than as authorised by ACT in writing.

7. CONFIDENTIALITY

- 7.1 (a) Service Provider shall not use or disclose, other than for the sole purpose of performing the Services, any secret, financial details, or information relating to ACT or to any of its affiliates or associates disclosed to Service Provider by ACT or by any of ACT's affiliates or associates or which Service Provider may otherwise acquire ("**Confidential Information**").
- (b) Without limitation to Clause 7.1(a), Service Provider acknowledges that all **Confidential Information** relating to ACT, whether recorded in ACT's database or otherwise, is confidential to ACT and that any ownership in respect of such information resides solely in ACT.
- (c) Service Provider shall ensure that all of its employees, agents or nominees associated in rendering the Services to ACT under this Agreement promptly execute a Non-Disclosure Agreement with Service Provider containing covenants substantially in the form of the document which constitutes **Schedule 3**, and shall provide such executed Non-Disclosure Agreements to ACT immediately on request.
- 7.2 Service Provider understands and acknowledges that all information relating to ACT or its related corporations which is disclosed to or acquired by Service Provider as contemplated by Clause 7.1 is secret and confidential unless:
- (a) it is in the public domain at the time of disclosure;
- (b) it comes into the public domain other than as a result of a wrongful act or omission on the part of Service Provider or any one or more of Service Provider employee(s); or
- (c) it is disclosed to Service Provider by a third party in circumstances which do not involve a breach of any obligation of confidentiality owed to ACT or to any of ACT's related corporations.
- 7.3 Service Provider shall, on request from ACT and, in any event, on the expiry or termination of this Agreement, return to ACT all documents, notes and other materials obtained directly or indirectly from ACT or any of ACT's related corporations, or prepared by or for or on behalf of Service Provider, which contain secret and Confidential Information belonging to ACT or any of ACT's related corporations, including all copies of such documents, notes and other materials.
- ## 8. INDEMNITY
- 8.1 Service Provider hereby undertakes and agrees to indemnify and keep and hold ACT indemnified and harmless from and against:

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- (a) All claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of:
- (i) Any wrongful or negligent act of omission of Service Provider, its employees, agents or nominees or representatives or any of them; and
 - (ii) Any breach of Service Provider's obligations under this Agreement and Service Orders including, without limitation, any breach of Clauses 6.2(b) or 6.3 concerning representations or warranties made or given by Service Provider, its employees, agents or nominees or representatives engaged in providing the Services hereunder or any of them in respect of products, services and, or, Services;
- (b) All claims, proceedings, damages, losses, costs and expenses arising from injury to ACT or its employees, contractors or agents or any third party or damage to or loss of any property of ACT or any third party as a consequence of any wrongful or negligent act or omission of Service Provider, its employees, agents or representatives etc.;
- (c) all claims, proceedings, damages, losses, costs and expenses arising to anybody under the law of torts as a consequence of any wrongful or negligent act or omission of Service Provider, its employees, contractors or agents.

8.2 Service Provider hereby undertakes to keep and hold ACT indemnified and harmless against all costs, expenses, claims, liabilities and proceedings which may be caused to or suffered by ACT or made or taken against ACT, which are directly or indirectly arising out of breach of this Agreement or any Service Order by Service Provider or by any act or omission of the persons engaged by Service Provider for performing the Services or otherwise employed or engaged by Service Provider.


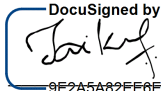
8.3 To the fullest extent permitted by applicable law neither ACT nor its affiliates shall be liable for any special, indirect, consequential, or incidental damages (including but not limited to damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement or any Service Order, any documents referenced in this Agreement, or any addenda or amendment hereto even if ACT has been advised of the possibility of such damages.

8.4 The liability of the Service Provider for the purposes of this clause 8 shall be unlimited.

9. DOCUMENTATION, INTERFACE INFORMATION

9.1 Service Provider shall supply four (4) sets of documents on planning and execution aspects of the Services to ACT. A soft copy of the same should also be provided.

9.2 In the event it is found that any part of the Documentation or interface information supplied are

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not complete and/or incorrect, ACT upon discovering such deficiency shall notify the Service Provider who shall promptly rectify and supply the rectified version at no additional cost no later than seven (7) days from the date of such notification.

9.3 Service Provider shall maintain and provide relevant documentation and records produced in connection with the implementation of the Services under a Service Order and any other necessary documents reasonably requested required by ACT to:

- a) Comply with any applicable laws;
- b) Arrange financing or otherwise as agreed on between the Parties; and
- (c) For a period of fifteen (15) years from the effective date of this Agreement.

9.4 Service Provider hereby grants to ACT access to all pertinent ledgers, books, records, correspondence, written instructions, drawings, receipts and allocations related to the Services. Service Provider further agrees to maintain the records in a manner to facilitate an inspection and agrees that such audit may be used as a basis for settlement of charges for the Services.

10. PROGRESS REPORTS

10.1 Daily/Weekly/Monthly progress reports, as the case may be, shall be submitted by Service Provider to ACT showing the scheduled dates for progress and completion of the Services and other relevant information requested by ACT regarding the Services.


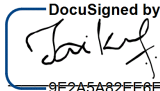
11. DELAYS AND NON-PERFORMANCE

11.1 Timely performance of the Services by Service Provider is the essence of this Agreement. In case the Service Provider fails to complete the assigned task within the stipulated delivery period, ACT shall have the right to recover Liquidated Damages from the Service Provider at the rate of two percent (2 %) of the value of the Service for each week of delay or non-rectification of non-performance or part thereof from any payments due to Service Provider. In the event the delay continues for a period beyond two (2) weeks, ACT reserves the right, without prejudice to the other rights available with it, either to short close or cancel any Service Order(s).

12. DISPUTED PAYMENTS

12.1 ACT shall pay undisputed Charges when such payments are due; however, ACT may withhold payment of Charges that ACT disputes in good faith. If ACT in good faith disputes any Charges under this Agreement, ACT shall notify Service provider of such disputed amount and the basis for ACT's dispute. ACT will provide Service provider with reasonably appropriate information supporting ACT's position. Service Provider will respond to ACT's notification of disputed amounts within thirty (30) days of receipt of ACT's notification. If such Charges remain in dispute, within thirty (30) days of Service Provider's response, representatives of ACT and Service Provider shall meet to discuss the disputed Charges.

Neither the failure to dispute any Charges or amounts prior to payment nor the failure to withhold any amount shall constitute, operate or be construed as a waiver of any right that ACT may otherwise have to dispute any Charge or amount or recover any amount previously paid.

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12.2 The liability of the Service Provider for the purposes of this clause 12 shall be unlimited.

13. GENERAL LIMITATION OF LIABILITY

13.1 Except as expressly provided in this Clause 13, General Limitation of Liability, Service Provider shall in any event be liable to ACT under this Agreement and any Service Order for any special, indirect, incidental, consequential, punitive, tort or strict liability damages of any nature or kind whatsoever, however caused and on any theory of liability, including but not limited to, lost profits, loss of production, loss of business, loss of use, loss of data or revenue, whether or not the possibility of such damages could have been reasonably foreseen, and even if advised of the possibility of such damage. The liability of the Service Provider in this regard shall be unlimited.

13.2 The aggregate liability of ACT to the Service Provider in respect of any claims for liabilities arising under this Agreement or any Service Order shall not exceed the value of the affected Service Order(s) under which the liability arises subject to the completion of the Services under all the Service Orders.

14. EXPANSION ORDERS

14.1 ACT reserves the right to order additional quantity of Services over and above the quantity specified in this Agreement at the same prices, terms and conditions as are being mutually agreed in this Agreement. This however, does not entitle the Service Provider in any manner whatsoever to interpret this as its right to this additional quantity of business. ACT further reserves the right to renegotiate the prices and terms and conditions as being agreed in this Agreement based on market conditions.

15. PUBLICITY


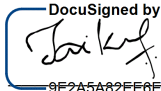
15.1 Service Provider shall not advertise or publish any information related to the Agreement and Service Orders without the prior approval of ACT.

16. ASSIGNMENT

16.1 Service Provider shall not assign this Agreement and/or a Service Order in whole or in part to any other party, without the prior written consent of ACT. Notwithstanding the foregoing, ACT may assign this Agreement to its associates, affiliates or any third party without requiring any permission from the Service Provider. ACT shall inform the Service Provider within thirty (30) days of any such assignment.

17. VARIATIONS

17.1 Except as expressly provided for in this Agreement, no variation or amendment of this Agreement shall be effective unless it is in writing and signed by a duly authorised representative of each Party.

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18. FORCE MAJEURE

18.1 If at any time during the term of this Agreement, the performance in whole or in part by the Service Provider of any obligation under this Agreement is prevented or delayed by reasons of any war, acts of the public enemy, major civil commotion, major fires, major floods, big epidemics, major strikes and lockouts or act of God (hereinafter referred to as “**Force Majeure Event**”), notice of happening of any Force Majeure Event shall be given by Service Provider to ACT within seven (7) days from the date of occurrence thereof and shall resume Services as soon as possible after such a Force Majeure Event comes to an end or ceases to exist. In the event that performance in whole or part of any obligations under this Agreement is prevented or delayed by reason of such Force Majeure Event for a period exceeding thirty (30) days, ACT, at its option, can terminate the Agreement.

18.2 In the event of this Agreement or any Service Order being terminated by ACT pursuant to this Clause 18, Force Majeure, ACT shall be at liberty to avail such remaining portion of the Services from a third party the cost of which shall be borne by the Service Provider.



19. TRADEMARKS, SERVICE MARKS, COPYRIGHT, IPR'S AND INFRINGEMENTS

19.1 This Agreement does not constitute a trademark or service mark licence. Service Provider acknowledges that:-

- (a) the trademark and trade name 'ACT', 'ACT' and all trademarks and trade names derived from it, and the trademarks used in association with ACT products/services ("**Trademarks**") are the exclusive property of ACT or its affiliated companies; and
- (b) Service Provider is not entitled, either by implication or otherwise, to any title in or use of the Trademarks, except in accordance with the express written permission of ACT, such permission to be given or withheld at the sole discretion of ACT.

19.2 Except as otherwise agreed to by the Parties in writing, Service Provider acknowledges that all right, title and interest, including all intellectual property rights, in and to all Services, methods, inventions, discoveries, designs, services, materials, software, source, executable or object code, documentation, methods, apparatus, systems, reports and documents and the like developed or created by Service Provider in the course of the performance of this Agreement have been specifically ordered and commissioned by ACT and shall be the property of ACT.

19.3 Service Provider shall indemnify and keep indemnified ACT, during and after the expiry of this Agreement and the Service Orders, against all actions or claims for infringement of patents, copyrights, registered designs or any other intellectual property right by reason of providing Services under this Agreement for ACT.

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20. NOTICES

- 20.1 All notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the Party to whom such notice is to be given if sent either by fax or courier to the Party at its address set out below:

TO SERVICE PROVIDER:

WARPE ACADEMY PRIVATE LIMITED

Attention: **Director – Muthuraman Jaikrishnan**

No.129/4A3, Sriram Nagar, MM Nagar, 5th Street,
Madurai, Tamil Nadu-625014

M/S ATRIA CONVERGENCE TECHNOLOGIES LIMITED

TVH Belicia Towers, Tower 1, 10th Floor,
Block No.94, MRC Nagar, 1st Lane, R.A. Puram,
Chennai, Tamil Nadu – 600 028.

- 20.2 Either Party may from time to time designate by written notice to the other Party a substitute address which it desires to be used for service. Service of any notices may also be made personally.

21. GOVERNING LAW


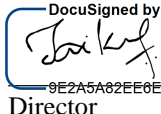
This Agreement will be governed by and construed in accordance with the laws of India. Any or all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of Chennai.

22. DISPUTE RESOLUTION

In the event that any dispute arises between the Parties in connection with this Agreement, the construction of any provision of this Agreement or the rights, duties or liabilities of the Parties hereto under this Agreement, the Parties shall conduct negotiations in good faith to solve such dispute. If mutual resolution cannot be reached within sixty (60) days after the commencement of such negotiations, either of the Parties shall be free to refer such dispute to arbitration under the Arbitration and Conciliation Act, 1996 by a sole arbitrator nominated by ACT. The venue of arbitration shall be Bangalore. The arbitration proceedings shall be conducted in English. Any award made in such arbitration will be final and binding on the Parties. During pendency of any arbitration proceedings, performance of the Services and all other obligations under this Agreement or any Service Order(s) issued under this Agreement by the Service Provider shall continue uninterrupted, subject to payment of the undisputed amount by ACT to Service Provider.

23. ENTIRE AGREEMENT

This Agreement (i) constitutes the entire Agreement between the Parties, and (ii) supersedes all prior and contemporaneous Agreements or communications, with respect to its subject matter.

<p>For M/s. Atria Convergence Technologies Lined.</p> <p>DocuSigned by:</p>  <p>DocuSigned by: <i>Mr. Saurabh Kaushtik</i> 58FC33AC173343F...</p> <p>Authorized Signatory</p>	<p>For M/s. Warpe Academy Private Limited</p> <p>DocuSigned by:</p>  <p>DocuSigned by: <i>Director</i> 9E2A5A82EE0E4EA...</p> <p>Director</p>
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24. WAIVER

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of that provision or any other provision of this Agreement. No waiver shall be effective unless made in writing and signed by the authorised representative of both Parties.

25. SEVERANCE

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed and the remaining provisions shall remain in full force and effect.


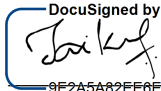
26. RIGHTS ENURE

The rights and obligations under this Agreement shall enure to the benefit of the successors and assigns of ACT. The rights and obligations under this Agreement shall also enure to the benefit of the successors and assigns of Service Provider subject to the written approval of ACT.

27. INTERPRETATION

Unless the context otherwise indicates:


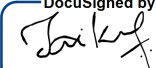
- (a) A reference to this Agreement or another document includes any variation or replacement of either of them.
- (b) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (c) If a provision of this Agreement is inconsistent with the provision of another letter of intent or agreement between the parties made before the date of this Agreement, the provision of this Agreement prevails.
- (d) A reference to a statute or other law includes regulations and instruments under it and all consolidations, amendments, re-enactments or replacements of any of them.
- (e) A reference to this Agreement incorporates a reference to the **Schedule** to this Agreement.
- (f) References (including defined terms) to the singular include the plural and *vice versa* and to a person includes body corporate and *vice versa*.

<p>For M/s. Atria Convergence Technologies Lined.</p> <p>DocuSigned by:</p>  <p>DocuSigned by: <i>Mr. Saurabh Kaushik</i></p> <p>58FC33AC173343F...</p> <p>Authorized Signatory</p>	<p>For M/s. Warpe Academy Private Limited</p> <p>DocuSigned by:</p>  <p>9E2A5A82EE6E4EA...</p> <p>Director</p>
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LIST OF SCHEDULES ANNEXED HERETO


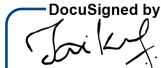
Schedule Number	Particulars
Schedule 1	Description of Services
Schedule 2	Price and Terms of Payment
Schedule 3	Non-Disclosure Agreement

<div>For M/s. Atria Convergence Technologies Limed.</div> <div><div>DocuSigned by:</div><div><div></div><div>DocuSigned by:</div><div>Mr. Saurabh Kaushtik</div><div>58FC33AC173343F...</div><div>Authorized Signatory</div></div></div>	<div>For M/s. Warpe Academy Private Limited</div> <div><div>DocuSigned by:</div><div><div></div><div>DocuSigned by:</div><div>9E2A5A82EE6E4EA...</div><div>Director</div></div></div>
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SCHEDULE 1
THE SERVICES
[Refer Clause 1.1]

The Service Provider shall provide its Services as per the following scope of services: -


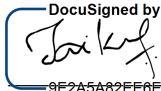
1. ACT shall place its requirement to the Service Provider in writing, detailing the profile it is looking for and also the dates within which it shall require the position to be closed.
2. The Service Provider upon receipt of written request from ACT shall provide ACT with relevant Resume/CV within 48 hours of receipt of request from ACT.
3. Upon receipt of resumes from the Service Provider, ACT shall peruse the resumes and shall convey whether the same are satisfactory and shall communicate the resume which it had shortlisted within five working days. In case of ACT not being satisfied with the resume referred by the Service Provider, it shall communicate the same to the Service Provider in writing and the Service Provider shall provide suitable resume within 48 hours suiting ACT's requirement.
4. Upon ACT short listing suitable resume and communicating the same to Service Provider, the Service Provider shall communicate with the respective candidate and arrange for a personal interview of the candidate by ACT. In case of any change in the availability of the candidate on the dates scheduled by ACT, the Service Provider shall duly inform ACT in advance of the same.
5. The Service Provider shall exercise due care and diligence in referring a candidate to ACT and shall never refer a candidate whom the Service Provider knows to have been involved in criminal issues including integrity and moral turpitude.
6. ACT after interviewing the candidate shall keep the Service Provider posted on the outcome of the interview along with the details for raising the invoice, in case of ACT choosing to employ the candidate.
7. In case of successful completion of joining of the candidate, the Service Provider shall raise appropriate invoice based on the payment terms agreed under Schedule 2 herein below.
8. In case any candidate referred by the Service Provider leaves the service of ACT within three months from the date of joining as communicated by ACT to Service Provider, the Service Provider shall ensure that suitable replacement is provided by Service Provider as per ACT's requirements free of cost, failing which, the Service Provider shall refund the Service charges paid by ACT as per Schedule-2 annexed to this Agreement.
9. Any candidate referred by the Service Provider approaching ACT on his own volition or by any other means after a period of three months from the date of receipt of resume of the candidate from the Service Provider, the profile shall not be considered to be a candidate referred by the Service Provider and no Service fee shall be payable by ACT.

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SCHEDULE 2
Price & Payment Terms
[Refer Clause 2.1]

1. In full and final consideration of the Services, ACT shall pay to the Service Provider the Service Charges as per the following terms and conditions:
 - a. If the Service Provider refers candidates for - network engineer position, the Company shall pay the Service Provider Service Fee of Rs. 8,000/-.
 - b. If the Service Provider refers candidates for all other positions till Deputy Manager across TN, the Service Provider will be paid service charges at 8.33% of the Annual CTC of the selected candidate.
2. In case any candidate referred by the Service Provider leaves the service of ACT within three months or 90 days from the date of joining as communicated by ACT to Service Provider either on his/her own or via Background Verification (BGV) check, the Service Provider shall ensure that suitable replacement is provided by Service Provider as per ACT's requirements free of cost, failing which, the Service Provider shall refund the Service charges paid by ACT if any.
3. The Service Charges paid under Clause 1 herein above shall be inclusive of all expenses, duties, levies, taxes, cost, expenses and charges which may be incurred or paid by Service Provider during and with regard to the rendering the Services or as a result thereof. However, ACT shall bear the services tax as applicable from time to time on the service charges being paid by ACT to service Provider. The Service Provider shall raise appropriate invoice and shall provide appropriate document towards registration of service tax/GST.
4. The Service Provider shall raise an invoice after they get the Purchase Order (P.O.) from ACT and ACT shall pay the Service Provider within one month (30 days) from the date of receipt of invoice from the Service Provider.

SCHEDULE 3

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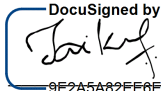
[Refer Clause 7.1(c)]
Non-Disclosure Agreement

THIS NON DISCLOSURE AGREEMENT (the '**NDA**') is executed as of this **24th day of February, 2023** by and between **M/S ATRIA CONVERGENCE TECHNOLOGIES LIMITED**, a company incorporated under the Companies Act, 1956, and having its Registered Office at No. 1, 2nd& 3rd Floor, Indian Express Building, Queen's Road, Bangalore-560 001 (hereafter referred to as **ACT**"), which expression shall, unless repugnant to the context thereof, mean and include its successors and permitted assigns) **AND WARPE ACADEMY PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 2013, having its registered office at No.129/4A3, Sriram Nagar, MM Nagar, 5th Street, Madurai, Tamil Nadu-625014, represented by its **Director – Muthuraman Jaikrishnan**, hereinafter referred to as "**Service Provider**", which expression shall, unless repugnant to the context thereof, mean and include its successors and permitted assigns).

In consideration of the mutual promises and covenants contained in this NDA, ACT's disclosure of confidential information to Service Provider, and any payments made or to be made by ACT or Service Provider, the parties hereto agree as follows:

1. Confidential Information and Confidential Material

- (a) '**Confidential Information**' means non-public information that ACT designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential. 'Confidential Information' includes, without limitation, information relating to ACT business and employment policies or practices, information relating to its business requirements and prices, information relating to candidates applying to ACT or its affiliate companies for employment and information received from others that ACT treats as confidential. Confidential Information disclosed to Service Provider by any of ACT's Subsidiary, associate, affiliate and/or agents is covered by this NDA.
- (b) 'Confidential Information' shall not include that information defined as Confidential Information above that Service Provider can conclusively establish: (i) is or subsequently becomes publicly available without Service Provider's breach of any obligation owed to ACT; (ii) became known to Service Provider prior to ACT's disclosure of such information to Service Provider; (iii) became known to Service Provider from a source other than ACT other than by the breach of an obligation of confidentiality owed to ACT; or (iv) is independently developed by Service Provider without use of any Confidential Information or other than in course of any Services provided by Service Provider to ACT or its affiliate companies under any Agreement or arrangement that ACT may have with the Service Provider.
- (c) 'Confidential Materials' shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.


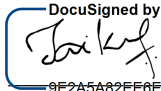
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2. Restrictions

- (a) Service Provider shall not disclose any Confidential Information to third parties for ten (10) years following the date of its disclosure by ACT to Service Provider, except to Service Provider's consultants as provided below. However, Service Provider may disclose Confidential Information in accordance with judicial or other governmental order, provided Service Provider shall give ACT reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.
- (b) Service Provider shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Service Provider may disclose Confidential Information or Confidential Materials only to Service Provider's employees or consultants on a need-to-know basis. Service Provider shall execute appropriate written non-disclosure agreements with its employees and consultants sufficient to enable it to comply with all the provisions of this NDA.
- (c) Service Provider may not reverse engineer, decompile or disassemble any software, products, equipment or document disclosed to Service Provider.

3. Rights and Remedies

- (a) Service Provider shall notify ACT immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Confidential Materials, or any other breach of this NDA by Service Provider, and will cooperate with ACT in every reasonable way to help ACT regain possession of the Confidential Information or Confidential Materials and prevent its further unauthorized use.
- (b) Service Provider shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at ACT's request or, at ACT's option, certify destruction of the same.
- (c) Service Provider acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that ACT shall be entitled, without waiving any other rights or remedies, to claim liquidated damages and to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
- (d) ACT may visit Service Provider's premises, with reasonable prior notice and during normal business hours, to review Service Provider's compliance with the terms of this NDA.


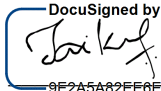
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4. Miscellaneous


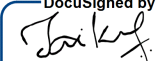
- (a) All Confidential Information and Confidential Materials are and shall remain the property of ACT. By disclosing information to Service Provider, ACT does not grant any express or implied right to Service Provider to or under ACT patents, copyrights, trademarks, or trade secret information.
- (b) Service Provider agrees that it does not intend nor will it, directly or indirectly, provide (i) any Confidential Information or Confidential Materials to person who may be considered to be a competitor of ACT or its affiliate companies.
- (c) This NDA constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior discussions between them as Confidential Information. It shall not be modified except by a written agreement dated subsequent to the date of this NDA and signed by both parties. None of the provisions of this NDA shall be deemed to have been waived by any act or acquiescence on the part of ACT, its agents, or employees, but only by an instrument in writing signed by an authorized officer of ACT. No waiver of any provision of this NDA shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (d) If either ACT or Service Provider employs attorneys to enforce any rights arising out of or relating to this NDA, the prevailing Party shall be entitled to recover reasonable attorneys' fees. This NDA shall be construed and controlled by the laws of India, and Service Provider further consents to the jurisdiction of the courts sitting in Chennai. Process may be served on either Party by postal service, postage prepaid, certified or registered, or return receipt requested.
- (e) Subject to the limitations set forth in this NDA, this NDA will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (f) If any provision of this NDA shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (g) All obligations created by this NDA shall survive change or termination of the parties' business relationship.

5. Suggestions and Feedback

- (a) ACT may from time-to-time request suggestions, feedback or other information from Service Provider concerning Confidential Information, ACT business plans etc. Any suggestions, feedback or other disclosures made by Service Provider are and shall be entirely voluntary on Service Provider's part and shall not create any obligations on the part of ACT or a confidential relationship between Service Provider and ACT. ACT shall be free to disclose and use Service

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Provider's suggestions, feedback, or other information as ACT sees fit, entirely without obligation of any kind to Service Provider.

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