

## Agreement Between Independent Contractor and Service Provider

This Agreement is entered into as of the 23th December, 2024, between Mohan located at \_\_\_\_\_ (Hereinafter referred to as 'the Company') and Pramodh (Hereinafter referred to as 'the Contractor' for the sake of brevity).

### 1. Independent Contractor

Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

### 2. Duties, Term, and Compensation

The Contractor's duties, term of engagement, compensation, and provisions for payment shall be as set forth in the attached Exhibit A, which may be amended in writing from time to time and agreed to by both parties.

### 3. Expenses

The Contractor shall bill and the Company shall reimburse all reasonable, pre-approved out-of-pocket expenses incurred during the term of this Agreement. Travel to and from the Company's location is not reimbursable.

### 4. Written Reports

The Company may request written progress reports and a final report at the end of the engagement.

### 5. Inventions

Any inventions, discoveries, or developments created by the Contractor in the course of this engagement shall belong exclusively to the Company.

### 6. Confidentiality

The Contractor agrees not to disclose or misuse any confidential information and will return all Company property upon termination.

### 7. Conflicts of Interest & Non-Hire

The Contractor will not hire or solicit any employees of the Company for a period of six months after this Agreement ends.

### 8. Right to Injunction

The Company is entitled to seek an injunction if the Contractor breaches confidentiality or proprietary rights.

### 9. Termination

This Agreement may be terminated by either party with notice, or immediately for cause such as criminal conduct or misconduct.

### 10. Independent Contractor Status

The Contractor is not an employee of the Company and is responsible for their own taxes and insurance.

### 11. Insurance

The Contractor shall maintain appropriate liability insurance during the term of this Agreement.

### 12. Assignment

The Contractor may not assign or subcontract duties without the Company's written consent.

### 13. Notices

All notices under this Agreement shall be sent to the addresses specified by both parties in writing.

### 14. Modification

Any modification to this Agreement must be in writing and signed by both parties.

### 15. Entire Agreement

This document, including Exhibit A, represents the entire Agreement between the parties.

#### 16. Severability

If any provision of this Agreement is found to be unenforceable, the rest shall remain in effect.

#### Signatures

This Agreement is agreed and accepted by the parties below:

For the Company (Mohan):

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Signature

For the Contractor (Pramodh):

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Signature

#### Exhibit A - Duties, Term, and Compensation

Duties: Description of services provided by Pramodh.

Term: Start Date to End Date.

Compensation: Rs. \_\_\_\_\_ payable as per agreed terms.