

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement ("Agreement") having an effective date of **21st July 2023** (the "Effective Date") by and between **Exafluence Global Analytics Private Limited**, a corporation having a principal place of business at HM Towers, 5th floor, Brigade Road, Off MG Road, Bangalore-560001 (together with its Affiliates, herein after referred to as "Exafluence") and **Unica Token Private Limited** ("Customer") located at 502, Gitanjali, Vindhyadri Chsl,, Near Thackrey Udyan, Off Shahaji Raje Marg, Vile Parle East,, Mumbai – 400 057.

For the sake of brevity Exafluence and Customer may hereinafter individually be referred to as "Party" and collectively as "Parties".

Whereas,

- A. Exafluence is engaged in the business of providing software solutions in data and analytics and application development services
- B. Customer is engaged in the business of providing Blockchain and Metaverse (Web3) solutions.
- C. Customer intends to avail Services provided by Exafluence as per the terms set forth in this Agreement

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency thereof it is acknowledged, The Parties hereby agree as follows.

1. Definitions. In this Agreement the following terms shall have the following meanings:

(a) "Affiliate" shall mean, at any time, and with respect to any party, any Person that directly or indirectly, through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person. For the purposes of this definition "Control" shall mean, the possession, directly or indirectly, of (a) the power to direct or cause the direction of the management and policies of that Person, or (b) ownership of more than fifty percent (50%) of the voting securities or by contract.

(b) "Confidential Information" means any technical information, trade secrets or know-how, technology, software tools, products and services, business strategies, plans and procedures, proprietary information, Intellectual Property, processes, methodologies, data and other confidential information or materials of one party (the "disclosing party") that is disclosed by such party to the other party (the "receiving party") or that may be obtained by the receiving party through any source that may be developed by the disclosing party in connection with this Agreement or the transactions contemplated hereby, whether in written, oral, tangible or intangible form, and that, under the circumstances of its disclosure, should be considered confidential irrespective of it being marked confidential or not.

(c) "Customer Materials" means any software, materials or technology of Customer or provided by Customer to Exafluence, which Exafluence requires to perform the Services or on which Services will be performed by Exafluence.

(d) "Deliverables" means the specific materials, software, programs or other deliverables, that are provided by Exafluence to Customer as a result of performing the Services and which are specified in a Statement of Work.

(e) "Intellectual Property" or "Intellectual Property Rights" means patent rights, copyrights, moral rights, rights of priority, trade secret rights, mask work rights, design rights, trademark rights (including service mark rights), trade dress rights and other similar rights which may exist anywhere in the world, whether registered or unregistered, and all applications and registrations with respect to any of the foregoing.

(f) "Person" shall mean and include any person, corporation, partnership (general or limited), limited liability company, joint venture, association, joint stock company, body corporate, trust, governmental or any other statutory authority, or other business entity or organization.

(g) “Services” shall mean those services to be provided by Exafluence as specified in the applicable Statement of Work.

(h) “Statement(s) of Work” means the written description of the services and deliverables to be provided by Exafluence in a project under this Agreement from time to time. Each project shall be reflected in a separate Statement of Work.

2. Professional Services.

2.1 Services. Exafluence will use commercially reasonable efforts to perform the Services and deliver the Deliverables in accordance with the specifications and time schedule set forth in the applicable Statement of Work.

2.2 Statement of Work. Each Statement of Work shall be agreed upon by both parties, executed by authorized representatives of both parties and consecutively numbered. Each signed Statement of Work shall be subject to the terms and conditions of this Agreement

2.3 Location. Exafluence may provide the Services from any location leased or owned by Exafluence or its Affiliates as agreed and set forth in the applicable Statement of Work.

2.4 Acceptance of Services.

Acceptance will occur when the Deliverables in a Statement of Work meet the acceptance criteria during the review period as described in the Statement of Work. If the Deliverables do not meet the acceptance criteria, Customer will give Exafluence detailed written notification of the deficiency or non-conformance within 15 days from the date of delivery (“Acceptance Period”). Exafluence then shall, promptly correct and remedy the deficiency or non-conformance in order to make it comply with the specifications set forth in the Statement of Work. In the event Customer fails to notify any non-conformities within the Acceptance Period or upon receipt of applicable fees by Exafluence from the Customer, the Deliverables shall be deemed accepted.

3. Charges and Payment.

3.1 Fees and Expenses. Customer agrees to pay the amounts set forth in the applicable Statement of Work for the Services and Deliverables covered by such Statement of Work. Fees do not include, and Customer will pay applicable taxes,

3.2 Payment. Payment shall be made by the Customer within thirty (30) days of date of invoice.

4. Intellectual Property Rights.

4.1 All Intellectual Property Rights that are owned or controlled by a Party at the commencement of this Agreement including any enhancements and improvements developed, created, or otherwise made thereto shall remain under the ownership or control of such Party. This Agreement does not apply to Intellectual Property Rights created outside the performance of Services under this Agreement and which has no relation to the Services provided under this Agreement or any Statement of Work.

4.1.1. Exafluence’s Proprietary Software and Pre-Existing IP: Customer acknowledges that in performing Services under this Agreement, Exafluence may use its proprietary materials and Intellectual Property thereto, including without limitation, any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed, licensed, created or owned by Exafluence, together with any improvements, enhancements, modifications or customization made thereto that is pre-existing (collectively referred to as

"Exafluence Pre-Existing IP") . Notwithstanding anything to the contrary contained in this Agreement, Exafluence shall continue to retain ownership, rights, title and interests in and to all Exafluence Pre-Existing IP.

- 4.1.2. **Third Party Components:** Exafluence shall specify in each Statement of Work or a change order (as mutually executed by both parties), any third-party software, tools, products or materials that are required for the performance of Services or for being incorporated into or provided in connection with the Deliverables prepared under such Statement of Work ("Third-Party Components"). Customer shall ensure to procure appropriate licenses for the use and execution of such Third-Party Components and shall also provide appropriate access rights to Exafluence as is required for the performance of Services.
- 4.1.3. Ownership and intellectual property rights of any customer materials provided to Exafluence for services or incorporation into deliverables will remain with the customer and its licensors.

5. Warranties.

5.1 Standard Warranties. Exafluence hereby represents and warrants that (a) it has the right and authority to enter into and perform the obligations set forth under this Agreement; and (b) it shall perform the Services and provide the Deliverables in a professional and workmanlike manner consistent with applicable industry standards.

5.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, EXAFLUENCE DOES NOT MAKE OR PROVIDE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, QUALITY AND / OR FITNESS OF THE SERVICES OR DELIVERABLES FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE.

6. Indemnity and Limitation of Liability.

6.1 Indemnity. Exafluence and Customer (in such case, the "indemnifying party") each agree to indemnify and hold harmless the other from and against any and all costs and expenses, losses, damages, claims, causes of action and liabilities to the extent arising from, relating to, or connected with in each case except to the extent directly or indirectly caused by the gross negligence, willful misconduct or material breach of or by the other party

6.2 Exclusions to Indemnity. Exafluence shall have no obligation under Section 6.1 or other liability for any infringement or misappropriation claim resulting or alleged to result from: (1) use of the Deliverables or any part thereof in combination with any equipment, software or data not approved for use by Exafluence, or use in any manner for which the Deliverable was not designed, or any modification or alteration of the Deliverable by a person or entity other than Exafluence; (2) any aspect of Customer's software, documentation or data which existed prior to the performance of Services; (3) any instruction, information, design or other materials furnished by any third party including Customer to Exafluence hereunder; or (4) Customer's continuing the allegedly infringing activity after being notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement.

6.3 No Consequential Damages. Neither party shall be held liable for the costs of finding substitute services or deliverables, or for any special, indirect, incidental, exemplary, punitive, or consequential damages arising from or related to this Agreement, a Statement of Work, any Services, or any Deliverable.

6.4 Liability Limit. Each party's maximum aggregate liability arising out of or in connection with this Agreement, the Services or Deliverables shall not exceed the total amounts received by Exafluence in the immediately preceding twelve

(12) months period, under the applicable Statement of Work covering the Services or Deliverables giving rise to such liability.

7. Confidentiality

Each party receiving Confidential Information of the other shall use such Confidential Information only for the purposes permitted under this Agreement. The provisions in the NDA signed by both parties on 21st April 2023 will be applicable for handling such Confidential Information

8. Relationship of the Parties.

8.1 Independent Contractor. Exafluence shall perform the Services as an independent contractor. Nothing contained herein shall be construed to create or imply a partnership, joint venture, principal-agent or employment relationship between the parties.

8.2 No Restriction on Services. Nothing in this Agreement shall restrict or limit Exafluence from performing any professional services, whether or not similar to the Services, for any third party, whether or not a competitor of Customer, while this Agreement is in effect or at any time thereafter.

8.3 Non-Compete: Customer agrees that it will not, in any manner or at any time, solicit or encourage any person, firm, corporation or other business entity who are customers, clients, employees, independent contractors, partners, vendors, suppliers, distributors, salesmen, business associates or referral sources of Exafluence, or who have any business or financial relationship with Exafluence to cease doing business with, or in any way change or devalue or malign their business relationship with Exafluence, or to conduct or attempt to conduct business, directly or indirectly outside of the relationship with Exafluence.

8.4 Non-Solicitation of Clients: During the term of the agreement and one year thereafter, Exafluence will not directly or indirectly solicit the customer's clients for the services provided through the respective statement of work

9. Term and Termination

Term. This Agreement shall become effective on the Effective Date and shall expire on the 1st anniversary of the Effective Date, unless terminated earlier as provided below.

9.1 Termination

9.2.1 Termination for convenience: Either Party may terminate this Agreement or any Statement of Work hereunder, or any portion thereof, at its convenience upon thirty (30) days' prior written notice

9.2.2 Termination for Cause: In addition, either party may terminate an individual SOW or the entire agreement effective immediately upon written notice to the other party, if such other party materially breaches or fails to properly perform any material provision of this Agreement or the SOW and fails to cure such breach or failure within twenty (30) days (ten (10) days for non-payment of moneys) following written notice of such breach to the other party and demanding its cure.

9.2 Effect of Termination. On termination of the Agreement, unless any or all Statements of Work then in effect are also terminated at the same time, they shall continue until they are either terminated or completed, and the terms and conditions of this Agreement shall continue to apply to such Statements of Work.

10. Recruiting of Personnel. During the term of this Agreement and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly (i) approach, solicit or deal or interfere with, tender for, canvass, solicit, entice

away or make any attempts to do or influence, encourage or assist in doing any of the foregoing acts with any person who is or who was a consultant, business associates or employee of the other party; (ii) induce or procure (or make any attempts to do or influence, encourage or assist in doing any of the foregoing acts) any Person who was a consultant, business associates or employee of the other party to leave the service of, or cease to provide service to the other party; or (iii) accept into employment or otherwise engage or use the services of any Person who is an employee or consultant of, or under a contract of service to the other party.

11. Miscellaneous.

11.1 Entire Agreement; Amendment. This Agreement together with the applicable Statements of Work, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments, and understandings of the parties. This Agreement may not be changed or amended except in writing, stating that it is an amendment to this Agreement, executed by both parties hereto. If there is a conflict among the terms and conditions of this Agreement and a Statement of Work, then the terms and conditions of this Agreement shall govern.

11.2 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns (to the extent this Agreement is assignable). No party may assign or transfer this Agreement without the prior written consent of the other party hereto, which shall not be unreasonably withheld

11.3 Trademarks and Publicity. Neither party shall have any right to use any marks, names, slogans, logos or designations of the other party, unless otherwise agreed to in writing by such other party.

11.4 Waiver. No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid must be in writing and must be signed by the party against whom it is sought to be enforced.

11.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same document.

11.6 Severability. If any provision of this Agreement shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

11.7 Force Majeure. Exafluence shall not be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is from causes outside the reasonable control of Exafluence. In such event Exafluence shall be excused from further performance or observance of the obligations so affected for as long as such circumstances prevail and Exafluence continues to use commercially reasonable efforts to recommence performance or observance without delay.

11.8 Construction. The headings are for reference purposes only and shall not be considered in construing this Agreement. In construing or interpreting this Agreement, the word "or" shall mean either or both, and the word "include" or "including" shall not be limiting or exclusive. This Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party and ambiguities shall not be interpreted against the drafting party. In the event of any conflict between the terms of this Agreement and the terms of any Statement of Work, the terms of this Agreement shall prevail.

11.9 Governing Law. This agreement shall be governed by and construed in accordance with the laws of India

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

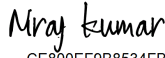
Exafluence Global Analytics Private Limited

Unica Token Private Limited

DocuSigned by:

933A6F92BFCD41D...
By: _____
Name: Karthikeyan Sankaran
Title: Chief Technology Officer

Address:
Smartworks Coworking Space, 282/1A
Arihant Verge, Kandanchavadi, Old
Mahabalipuram Road, Rajiv Gandhi Salai,
Chennai – 600096

DocuSigned by:

CE800EF9B8534FB...
By: _____
Name: Niraj Kumar
Title: Co-Founder

Address:
502, Gitanjali, Vindhyadri Chsl,, Near
Thackrey Udyan, Off Shahaji Raje Marg,
Vile Parle East, Mumbai – 400 057