

SERVICE AGREEMENT

Agreement Number: AG/2025/9741

Date of Agreement: 21/07/2025

Effective Date: 30/07/2025

Expiry Date: 01/11/2026

Place of Signing: Nagpur, India

PARTIES TO THE AGREEMENT

<u>COMPANY (First Party)</u>	<u>CONTRACTOR (Second Party)</u>
<p>Legal Name: Dark Legal Services Private Limited</p> <p>PAN: AABCD1234L</p> <p>Address: 12th Floor, Corporate Plaza, Bandra Kurla Complex, Mumbai - 400051, Maharashtra, India</p> <p>Phone: +91-22-6789-0123</p> <p>Email: contracts@darklegal.com</p> <p>Authorized Signatory: Seema Kapoor</p> <p>Designation: Regional Manager</p>	<p>Legal Name: Ashish Jha</p> <p>Address: 712, Brigade Road, Nagpur - 625698</p> <p>Aadhaar No.: 6280 9709 3338</p> <p>PAN No.: NBETV6447K</p> <p>Phone: +91-85169-46169</p> <p>Email: ashish.jha@email.com</p>

WHEREAS the Company desires to engage the services of the Contractor for change management services; and

WHEREAS the Contractor agrees to provide such services in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Agreement" means this Service Agreement including all amendments, schedules, and annexures hereto.
- 1.2 "Services" means the change management services as described in Clause 2 hereof.
- 1.3 "Confidential Information" means any proprietary information, technical data, trade secrets, or know-how disclosed by either party.
- 1.4 "Effective Date" means 30/07/2025, being the date on which this Agreement comes into force.
- 1.5 "Term" means the period from the Effective Date until 01/11/2026, unless terminated earlier in accordance with this Agreement.

2. SCOPE OF SERVICES

- 2.1 The Contractor shall provide comprehensive change management services including but not limited to:
- (a) Strategic planning and implementation of service objectives
 - (b) Regular consultation and advisory services
 - (c) Documentation and reporting of service activities
 - (d) Compliance with all applicable laws and regulations
 - (e) Quality assurance and performance monitoring
- 2.2 The Contractor shall dedicate sufficient time and resources to ensure timely and quality delivery of Services.
- 2.3 All Services shall be performed in accordance with industry best practices and applicable professional standards.
- 2.4 The Contractor shall maintain detailed records of all work performed and submit monthly progress reports to the Company.

3. PAYMENT TERMS

- 3.1 The Company shall pay the Contractor a monthly fee of **\$2617** (Two Thousand Six Hundred Seventeen US Dollars) for the Services rendered.
- 3.2 Additional project-based work shall be compensated at the rate of **\$97** (Ninety Seven US Dollars) per hour.
- 3.3 Payments shall be made within 30 days of receipt of invoice through bank transfer or other mutually agreed payment method.
- 3.4 All applicable taxes, including but not limited to service tax and GST, shall be borne by the respective parties as per applicable Indian law.
- 3.5 Late payment charges of 2% per month shall be levied on overdue amounts beyond the stipulated payment period.

4. CONFIDENTIALITY

- 4.1 Both parties acknowledge that they may have access to Confidential Information of the other party during the term of this Agreement.
- 4.2 Each party agrees to maintain the confidentiality of such information and not to disclose it to any third party without prior written consent.
- 4.3 The obligations under this clause shall survive the termination or expiry of this Agreement for a period of 5 years.
- 4.4 Each party shall take reasonable measures to protect the confidentiality of information received from the other party.

5. TERMINATION

- 5.1 Either party may terminate this Agreement by giving 60 days' written notice to the other party.
- 5.2 This Agreement may be terminated immediately by either party in case of material breach of terms by the other party.
- 5.3 Upon termination, the Contractor shall return all Company property and Confidential Information within 15 days.
- 5.4 Termination shall not affect any accrued rights or obligations of either party prior to the date of termination.

6. LIABILITY AND INDEMNITY

- 6.1 The Contractor shall indemnify and hold harmless the Company from any claims, damages, or losses arising from the Contractor's negligent performance of Services.
- 6.2 The Company shall indemnify the Contractor against any claims arising from the Company's use of the Services in violation of applicable laws.
- 6.3 Neither party shall be liable for any indirect, consequential, or special damages arising from this Agreement.
- 6.4 The total liability of either party under this Agreement shall not exceed the total fees paid or payable under this Agreement.

7. DISPUTE RESOLUTION

- 7.1 Any disputes arising under this Agreement shall first be resolved through mutual consultation and negotiation.
- 7.2 If disputes cannot be resolved through negotiation within 30 days, they shall be referred to arbitration under the Arbitration and Conciliation Act, 2015.
- 7.3 The arbitration proceedings shall be conducted in English and shall take place in Mumbai, Maharashtra.
- 7.4 The arbitrator's decision shall be final and binding on both parties.

8. GOVERNING LAW

- 8.1 This Agreement shall be governed by and construed in accordance with the laws of India.
- 8.2 Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts in Mumbai, Maharashtra.
- 8.3 The parties hereby submit to the jurisdiction of such courts and waive any objection to venue therein.

9. FORCE MAJEURE

9.1 Neither party shall be liable for any delay or failure to perform due to circumstances beyond their reasonable control, including but not limited to acts of God, war, terrorism, epidemic, natural disasters, or government action.

9.2 The affected party shall promptly notify the other party of such circumstances and use reasonable efforts to mitigate the impact.

9.3 If force majeure conditions continue for more than 90 days, either party may terminate this Agreement with written notice.

10. AMENDMENTS

10.1 This Agreement may only be amended by written consent of both parties.

10.2 No oral modifications to this Agreement shall be valid or enforceable.

10.3 All amendments must be signed by authorized representatives of both parties.

11. INTELLECTUAL PROPERTY

11.1 All intellectual property rights in work product created by the Contractor during the term of this Agreement shall belong to the Company.

11.2 The Contractor warrants that all work product will be original and will not infringe any third-party rights.

11.3 The Contractor shall assist the Company in obtaining and maintaining intellectual property protection for work product.

12. INDEPENDENT CONTRACTOR

12.1 The Contractor is an independent contractor and not an employee of the Company.

12.2 The Contractor shall be responsible for all taxes and statutory obligations arising from this engagement.

12.3 Nothing in this Agreement shall create a partnership, joint venture, or agency relationship between the parties.

SIGNATURES

<div>FOR THE COMPANY</div> <div>Dark Legal Services Private Limited</div> <div>Seema Kapoor</div> <div>Seema Kapoor</div> <div>Regional Manager</div> <div>Date: 21/07/2025</div>	<div>FOR THE CONTRACTOR</div> <div>Ashish Jha</div> <div>Ashish Jha</div> <div>Change Management Consultant</div> <div>Date: 21/07/2025</div>
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WITNESSES

<div>WITNESS 1</div> <div>Mohit Goyal</div> <div>Name: Mohit Goyal</div> <div>Address: 555, Civil Lines, Nagpur - 277924</div> <div>Date: 21/07/2025</div>	<div>WITNESS 2</div> <div>Ashish Jha</div> <div>Name: Meera Joshi</div> <div>Address: 753, Church Street, Nagpur - 618065</div> <div>Date: 21/07/2025</div>
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This Service Agreement has been executed on 21/07/2025 in Nagpur, India.

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