**Date:** [DATE]

**Parties:**

* **Client:** [CLIENT LEGAL NAME], [CLIENT REGISTERED ADDRESS] (the "Client")
* **Contractor:** [CONTRACTOR LEGAL NAME], [CONTRACTOR REGISTERED ADDRESS] (the "Contractor")

**1. Scope of Work:** The Contractor shall perform the services as described in **Exhibit A** attached hereto (the "Services").

**2. Term and Schedule:** This Agreement shall commence on [START DATE] (the "Effective Date") and shall continue until [END DATE] or the completion of the Services, whichever occurs earlier, unless terminated as provided herein. The Contractor shall adhere to the project schedule outlined in **Exhibit B**.

**3. Compensation:** The Client shall pay the Contractor the total sum of [TOTAL CONTRACT PRICE] (the "Contract Price"), payable according to the schedule set forth in **Exhibit C**.

**4. Payment Terms:** The Contractor shall submit invoices [FREQUENCY]. The Client shall pay undisputed invoices within [NUMBER] days of receipt. All payments shall be in Indian Rupees (INR).

**5. Independent Contractor:** The Parties acknowledge that the Contractor is an independent contractor and not an employee, agent, or partner of the Client.

**6. Intellectual Property Rights:** Ownership of Intellectual Property shall be as defined in **Clause [NUMBER]**.

**7. Confidentiality:** The Contractor agrees to maintain the confidentiality of the Client's Confidential Information as detailed in **Clause [NUMBER]**.

**8. Warranties:** The Contractor warrants that the Services will be performed in a professional and workmanlike manner.

**9. Indemnification:** The Contractor shall indemnify the Client against certain claims as outlined in **Clause [NUMBER]**.

**10. Termination:** This Agreement may be terminated by either Party under the conditions specified in **Clause [NUMBER]**.

**11. Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of India.The courts in Bengaluru shall have exclusive jurisdiction.

**12. Entire Agreement:** This Agreement, including all Exhibits, constitutes the entire understanding between the Parties.

**13. Amendments:** Any amendments must be in writing and signed by both Parties.

**Signatures:**

For the Client For the Contractor

**Exhibits:**

* **Exhibit A:** Scope of Work
* **Exhibit B:** Project Schedule
* **Exhibit C:** Payment Schedule