

Autonomous Professional Agreement

This Autonomous Professional Agreement ("Agreement") is made and entered into on this _____ day of _____, 20__, by and between:

1. **PolyMinds Labs Private Limited**, a company registered under the Companies Act, 2013 with its registered office located at [Registered Address], Jaipur, Rajasthan, India, operating through its division **PolyMinds Strategic: Consultancy and Expert Solutions** (hereinafter referred to as "Company"), and
2. [**Professional's Name**], an individual with an address at [Professional's Address] (hereinafter referred to as "Professional").

The Company and Professional are collectively referred to as "Parties" and individually as a "Party."

Section 1. Agreements and Priority

For each project between the parties (each, a "Project"), the Parties will agree to a **Project Specification Sheet**, which will outline:

- The specific work to be performed ("Services")
- Payment terms for the Project
- Timeline or length of the Project ("Project Term"), if defined

If not defined, the Project Term will be deemed as the time required to complete all Services. The Project Specification Sheet will not be binding unless approved by any one of the directors of the Company.

Together, the **Terms and Conditions**, **Term Sheet**, and **Project Specification Sheet** will form the full and complete Agreement ("Agreement") for each Project. If there is any conflict, the provisions of the Project Specification Sheet will prevail for the Project it applies to.

Section 2. Term

This Agreement will remain in effect until terminated by the Company, but it will continue to apply to any ongoing work under existing Project Specification Sheets approved before termination.

Section 3. Types of Services

The Services and timing for each Project will be specified in the respective Project Specification Sheet.

Section 4. Performance and Work Location

The Professional agrees to perform the Services in a professional manner, including taking reasonable precautions against data breaches and security risks. The Professional will have full control over how the Services are executed, with no requirement to work any particular hours or at any specific location.

Section 5. No Partnership, Joint Venture, or Employer/Employee Relationship

This Agreement does not create a partnership, joint venture, or employer/employee relationship between the Parties.

Section 6. Intellectual Property Rights and Licensing Agreements

By default, unless specified otherwise in the Project Specification Sheet, the Professional will be granted a limited license to use the code, IT, and software required for the Project. All intellectual property rights arising from the Project shall be assigned to the Company or the relevant client.

Section 7. Payment

- Payment details, including the amount, form, and timing, will be determined in the Project Specification Sheet.
- Payments will be made within 10 working days of receiving a valid invoice, subject to the satisfactory completion of Services.

Section 8. Expenses

Unless otherwise specified, each Party will bear their own expenses related to performing the Services under this Agreement, including IT infrastructure, software, and other

necessary costs.

Section 9. Supplies

The Professional is responsible for providing all supplies required to complete the Services.

Section 10. Subcontracting

Subcontracting is not permitted unless explicitly allowed in the Project Specification Sheet. The Professional is fully responsible for any subcontractors, including compliance with tax laws and compensation regulations.

Section 11. Taxes

The Professional is responsible for all applicable taxes related to their work, including income tax and GST. The Professional acknowledges that they are not an employee and thus will not be subject to tax withholding by the Company.

Section 12. Amendments

This Agreement may be amended, waived, or modified at any time at the discretion of the Company. The version in effect when a Project Specification Sheet is approved will govern the Services under that Project.

Section 13. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of India. Any disputes will be resolved through arbitration under the Arbitration and Conciliation Act, 1996, with the seat of arbitration in Jaipur, Rajasthan.

Section 14. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, beneficiaries, successors, and assigns.

Section 15. Entire Agreement

This Agreement, including all Project Specification Sheets, supersedes all prior agreements, whether written or oral, between the Parties concerning the subject matter.

Acknowledgment of Arbitration

The Professional acknowledges that by signing this Agreement, they agree to resolve disputes through arbitration and waive the right to bring lawsuits in court, except for constitutional or civil rights matters.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date
first above written.

PolyMinds Labs Private Limited Professional

Name: [Authorized Representative]

Name: [Professional Name]

Designation: [Designation]

Designation: [If Applicable]

Signature: _____

Signature: _____

Date: _____

Date: _____