

MASTER SERVICE AGREEMENT

BY AND BETWEEN

("ENTRUPY INC")

AND

NEXTWEALTH ENTREPRENEURS PRIVATE LIMITED ("SERVICE PROVIDER")

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MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (hereinafter referred to as the “**Agreement**”) is made as of September 30, 2021, and entered into:

BY AND BETWEEN

Entrupy Inc a Company incorporated under the laws of USA with its registered office at 1013 Centre Road, Suite 403-B, Wilmington, New Castle County, DE 19805, United States of America (hereinafter referred to as “**COMPANY**” which expression shall unless otherwise the context requires means and includes its successors and assigns) of the ONE PART; AND

NextWealth Entrepreneurs Private Limited, a Company incorporated with the main objective of addressing societal needs through Commercial Entrepreneurship and registered under the Companies Act, 1956, having its registered office at GA, Alsa Glenridge, No.32, Langford Road, Bangalore – 560 025, India (hereinafter referred to as the “**SERVICE PROVIDER**” which expression shall unless otherwise the context requires means and includes its successors and assigns) of the SECOND PART

The Company and the Service provider are hereinafter referred to individually as a “**Party**” and collectively as “**Parties**.”

WHEREAS:

1. Company provides artificial intelligence enabled solution to instantly authenticate luxury products. Entrupy’s authentication service uses patented computer vision algorithms and microscopy to bring trust to transactions of high-value physical goods. Currently it is in use by hundreds of secondary resellers and marketplaces worldwide (hereinafter referred to as “**Services**”)
2. Service Provider provides various IT / ITES services to various organizations (“**Clients**”) who wish to procure various business and other services and delivers such agreed services from its centers or affiliate centers, providing IT/ITES services.
3. Relying upon their representations, Company has agreed to procure the Services from Service Provider upon the terms and conditions herein contained.
4. The Parties are desirous of setting out the terms and conditions of their Agreement. Now, therefore, it is hereby agreed by and between the parties hereto as follows:

1. Definitions and Interpretation

1.1 In this Agreement unless the context otherwise requires:

- “**Agreement**” means this Master Service Agreement and any mutually agreed modifications thereto including all Annexures, Work Orders, Statement of Work (SOW) and Schedules hereto, as may be modified subsequently.
- “**Clients**” means the persons and/or entities using the Services provided by Company.
- “**Confidential Information**” includes but is not limited to information which is or fairly

be considered to be of a confidential nature, disclosed to or obtained by Service Provider,

whether (without limitation) in graphic, written, electronic or machine readable formats or orally; and whether or not the information is expressly stated to be confidential or marked as such, in writing, and also includes all Intellectual Property, but is not limited to:

- Information of value or significance to Company or its competitors (present or potential) such as Company data, in particular, names, addresses, sales figures and sales conditions of Company and its present or prospective clients; Distribution data, in particular, names, addresses, sales figures and sales conditions of present or prospective distributors, agents and licensees of Company; Manufacturing data, in particular, procurement and manufacturing procedures, the fees, discounts, commissions and other credits relating to the software; supplier's data, in particular, names, addresses, sales figures, and sales condition of present or prospective suppliers of software and hardware to Company, whether in India or abroad; Business data, particularly data relating to new products, promotion campaigns, distribution strategies, license agreements and joint ventures in which Company is involved; Software data, particularly information relating to the software and the modules thereof as well as any devices designed by Company to prevent unauthorized copying; Research and development data, particularly information relating to the software and hardware developments of Company; Financial data, in particular, concerning budgets, the fees and revenue calculations, sales figures, financial statements, profit expectations and inventories of Company.
- Original information supplied by Company;
- Information not known to competitors of Company nor intended by Company for general dissemination, including but not limited to, policies, strategies, the identity of various product-suppliers or service-providers, billing schedules, needs of its clients, information as to the profitability of specific accounts, and information about Company itself and its executives, officers, directors and Service Provider;
- Any business or technical information relating to Company, including but not limited to financial information, equipment, documentation, strategies, marketing plans, prospective leads or target accounts, pricing information, information relating to existing, previous and potential customers and contracts disclosed by Company to the Service Provider;
- Any copies of the above-mentioned information; but does not include:
 - a) that which is in the public domain other than by the Service Provider's breach, of this Agreement, or of any other confidentiality agreement;
 - b) that which was previously known, as established by written records of the Service Provider, prior to receipt from Company;
 - c) that which was lawfully obtained by the Service Provider from a Third Party; and

d) that which was developed independently by the Service Provider who had no access to the Confidential Information provided by Company.

- **“Effective Date”** means the date of execution of the Agreement.
- **“Good Industry Practice”** means, the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would be expected from a reasonably and suitably skilled, trained and experienced person providing services similar to the Services to a customer similar to Company.
- **“Group Company”** any company or corporation in respect of which a Party or a Party’s ultimate holding company owns (directly or indirectly) more than fifty per cent (50%) of the issued share capital.
- **“Intellectual Property”** includes all patents, trademarks, business processes, domain names, works of authorship, designs, utility models, 3D models, images, copyrights whether registered or unregistered, including, but not limited to moral rights and any similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, processes, inventions, creations, discoveries, programs, codes, software, algorithms, databases, trade secrets, know-how, improvements upon, additions or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.
- **“Non-Disclosure Agreement”** means the agreement to be entered into by the Service Provider with its employees, consultants or any Third Party which may be privy to the Confidential Information.
- **“Qualified Personnel”** means full time employees of Service Provider whose professional credentials meet the requirements outlined by Company and have been accepted for deployment on Company’s projects by Company.
- **“Persistent Breach”** means failure to meet Service Levels in three consecutive months or four months in any consecutive period of six months.
- **“Services”** means the services to be provided by the Service Provider to Company as specified in the Statement of Work (Schedule 1.)
- **“Services Consideration”** means the total service charges charged by the Company to the Client before any taxes or withholding, as the case may be.
- **“Statement of Work” or “SOW”** means the service description and SLAs as detailed in Schedule 1. Numerous Statements of Work may be agreed.
- **“Third Party”** means any person who is not a party to this Agreement and shall include the Clients and prospective Clients of Company.
- **“Trade Secrets”** of Company shall include, and shall not be limited to, any and all management information, proprietary and technical information of Company in the nature of computer techniques, programs, services, systems, inventions, and the like

employed by Company and/or its affiliates in India or abroad in the development and operation of its business activities.

- **“Work Product”** means any product that is created or developed by the Service Provider in course of providing Services to Company.

1.2 Interpretation

- In this Agreement, the headings are used for convenience and ease of reference and are not to be construed in the construction or interpretation of any provision of this Agreement.
- In this Agreement, unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other gender.
- In this Agreement, unless the context specifies otherwise, references to the Recitals, Clauses and Schedules shall be deemed to be a reference to the recitals, clauses and schedules of this Agreement.
- References to any enactment are to be construed as referring also to any amendment or re-enactment (whether before or after this Agreement becomes effective), any previous enactment, which such enactment has replaced (with or without amendment), and to any regulation or order made under it.
- Reference in this Agreement to any statute or regulation made using a commonly used abbreviation, shall be construed as a reference to the short title of the statute or full title of the regulation.

2. Representations, Warranties and Covenants of Service Provider

2.1 The Service Provider hereby represents, warrants and covenants for the benefit of Company that:

- It has the authority and/or is lawfully entitled to enter into this Agreement and that it is not under any disability, restriction or prohibition which shall prevent it from performing or adhering to any of its obligations under this Agreement.
- It has not entered into and shall not enter into any agreement that may conflict with this Agreement.
- It has sufficient infrastructure, technological capability and appropriately qualified, trained and skilled professionals to perform the Services pursuant to this Agreement and in accordance with Good Industry Practice.
- It shall perform the Services and ensure that it does not result in the violation of any law, rule or regulation and ensure that Company is not exposed to any liability whatsoever. Service Provider agrees and acknowledges that Service Provider shall be solely responsible for compliance with all laws, regulations and rules applicable to the Service Provider's performance of obligations under this Agreement.

- It shall perform all the Services envisaged herein to the best of its ability and in a good, timely, and professional manner in accordance with Good Industry Practice and internationally accepted standards.
- The Service Provider shall ensure that the Services provided thereunder will substantially conform to the agreed functional and technical specifications as is set out in the Statement of Work and any other such agreed specifications.
- The Service Provider represents that, and shall ensure that, Services provided to Company do not, and will not, infringe or misappropriate any Intellectual Property rights of any Third Party. The Service Provider shall ensure that if such an infringement and/or misappropriation is discovered at a later stage, it shall, at no additional cost to Company and with minimum time lag, suitably modify, replace any software provided without affecting the functionality thereof so as to make it non-infringing.
- The Service Provider hereby represents that Company owns all the rights in any of the services provided by the Service Provider under the Agreement. Company possesses all the rights to market/commercially exploit the Services developed under this Agreement. The Service Provider further represents that it shall not grant any such rights to any Third Party without the prior written consent of Company.
- The Service Provider warrants that it has no right, title, or interest in any and all Work Products whether or not patentable, or registrable under any statute for the time being in force.
- The Service Provider shall ensure that all of its obligations under this Agreement and the Statement of Work are performed by appropriately experienced, qualified, competent, trained and efficient personnel and in accordance with Good Industry Practice.
- The Service Provider shall ensure that its affiliates sub-contractors/ vendors are aware of the terms of this Agreement and be bound by the obligations thereof in the performance of the Services. In any event, the service provider shall be responsible to Company for any breach of this Agreement by its affiliates, sub-contractors/ vendors and the service provider agrees, at its sole expense, to take all reasonably necessary measures to prevent any breach by the affiliates sub-contractors/ vendors. For the purpose of clarity, the service provider agrees and undertakes that it shall be solely responsible for the acts/ omissions done by the affiliates sub-contractors/ vendors engaged in the performance of the Services under the Agreement

3. Representations and Warranties of Company

3.1 Company hereby represents and warrants that:

- It has the authority to enter into this Agreement and is not under any disability, restriction or prohibition that shall prevent Company from performing or observing any of its obligations under this Agreement.
- It has not entered into any agreement that may violate the Agreement.

- It shall make payments of all amounts due and payable to Service Provider under the Agreement as per the payments schedule set out herein and more particularly described in Schedule 2 hereto.

4. Services

- 4.1 Service Provider undertakes to provide such of the Services as set out in the Statement of Work (Schedule 1), according to Good Industry Practice as required by Company from time to time, in accordance with the terms and conditions contained herein.
- 4.2 Company shall provide a rolling forecast at the beginning of each quarter to the Service Provider
- 4.3 The Company shall use best efforts to keep the variations from the rolling forecast to within a range of 20%. Any variations in excess of 20% from rolling forecast is effective only if the rolling forecast is modified with a minimum notice of 45 days to enable planning by the Service Provider
- 4.4 Company may amend any Statement of Work until the time period that Service Provider has rendered all the Services under the Statement of Work in question. In all events changes suggested by Company and agreed by the Service Provider, shall be final and binding on both Parties hereto.
- 4.5 In the event that Company determines that the Services provided are not in accordance with the criteria set out in the Statement of Work, the Service Provider shall make all necessary changes to ensure that the Services meet the requisite criteria at no extra cost to Company.
- 4.6 In the event that the Service Provider has knowledge or reasonable belief that anything prevents or is likely to prevent or threatens to prevent the timely performance of the Services or other obligations of Service Provider under the Agreement, it shall promptly notify Company of such an event or probable event. Company shall in its sole discretion grant Service Provider a reasonable extension of time if so requested by the Service Provider to complete additional or changed work in the event that Company's requirements materially change.
- 4.7 The Service Provider shall at all times maintain accurate invoice records including any invoices or for any approved out of pocket expenses incurred on the Services which shall be subject to review, if required by the Company. The Service Provider shall send Company a monthly invoice along with a separate invoice for out-of-pocket expenses and additional expenses, if any.
- 4.8 Company and Service Provider shall from time to time select liaison officers who will be principally responsible for coordinating and monitoring the performance of the Agreement. Any change in the liaison officers shall be forthwith intimated to the other party. Upon such intimation, all communications would be made with such new liaison officer. The details of the Liaison officers as on Effective Date are provided in Schedule 2.

5. Pricing and Payments for Service Charges

- 5.1 In consideration of Service Provider providing the Services as described in this Agreement, Company shall pay to Service Provider the Service Charges in accordance with this Clause 5 and Schedule 1 without (subject to Clause 5.4) set-off or withholding of any kind whatsoever.
- 5.2 Payment shall be made by Company within 30 days from the date of Service Provider's invoice. Service Charges payable monthly shall be invoiced monthly in advance on the 1st of the month.

- 5.3 The Service Charges exclude value added tax and all other duties and/or taxes which shall be added to the Service Charges by Service Provider and paid by Company at the rate prevailing at the date of the invoice.
- 5.4 If any sum of money is payable to Company by Service Provider under this Agreement, that sum may be deducted by Company from the Service Charges payable by Company to Service Provider as a credit against the next invoice which is issued by Service Provider under this Agreement to Company. If any such amount is payable to Company by Service Provider at the end of the Term and there are no more invoices to be issued by Service Provider, Company may issue an invoice for the relevant amount to Service Provider which Service Provider shall pay within 30 days after its receipt of that invoice.

6. Intellectual Property

- 6.1 Service Provider acknowledges and agrees that any and all Services and Work Product shall be considered "work-made-for-hire" within the meaning of Section 101 of the U.S. Copyright Act, or other applicable law, and ownership of the entire right, title and interest in the Services and Work Product shall reside in Company. If Service Provider or any of its employees, consultants or agents should otherwise be deemed to retain any rights to any of the Services or any Work Products, then Service Provider shall assign and transfer and does hereby expressly and irrevocably assign and transfer all rights, title, and interest, worldwide, in and to all the Services and Work Products, including without limitation, all intellectual property rights embodied in or relating to the Services and the Work Products. Service Provider shall ensure that Service Provider's employees, agents and subcontractors appropriately waive any and all claims to the Services and Work Products and irrevocably assign and transfer to Company any and all rights, title, and interests, worldwide, in and to the Services and Work Products, including without limitation, intellectual property and other proprietary rights embodied in or relating to the Services and Work Products. The Services and Work Products shall, at all times, between the parties, be and remain the sole and exclusive property of Company and may not be used by Service Provider for any purpose other than the benefit of Company.
- 6.2 Service Provider shall promptly disclose and deliver to Company the Services and Work Products. During the term of this Agreement, and at any time thereafter, Service Provider shall assist Company, upon request from Company (and, if requested after termination of this Agreement, at Company's expense), but without further compensation to Service Provider, in taking any action that may be reasonably necessary to secure, perfect, register, maintain and defend Company's right, title and interest in the Services and Work Products, including without limitation Company's Intellectual Property rights.
- 6.3 Any assignment of copyright under Clause 6.1 includes moral rights and to the extent moral rights cannot be assigned under applicable law, the Service Provider hereby waives such moral rights whether owned jointly or singly prior to or during the term of the Agreement and for one year thereafter in favor of Company and consents to any action of Company that would violate such moral rights in the absence of such consent. Service Provider will confirm any such waivers and consents from time to time as and when requested by Company.
- 6.4 Service Provider shall perform, during and after the term of this Agreement, all acts deemed necessary or desirable by Company to permit and assist it, at Company's expense, in evidencing, perfecting, obtaining, maintaining, defending and enforcing its rights in the Intellectual Property and/or assignment by the Service Provider with respect to the Intellectual Property in any and all

countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings.

- 6.5 Service Provider agrees to abide by the sole discretionary decision of Company regarding the obtaining, gaining recognition of or enforcing rights in such Intellectual Property (whether as patent, copyright, trade secret, trademark or otherwise).
- 6.6 Service Provider agrees that all inventions made or conceived by Service Provider, its employees, subcontractors or agents, during the term of this Agreement, and arising from the services to be performed pursuant to this Agreement have been and shall continue to be assigned to Company as its sole exclusive property. Service Provider agrees to assist Company to obtain patents for such inventions, including the disclosure of all pertinent information and data with respect thereto, the execution of all applications, instruments or papers which Company shall deem necessary or desirable in connection therewith, and to assign or convey to Company, its successors, assigns or nominees, the sole and exclusive right, title and interest in any such inventions, applications or patents. If Company does not desire to patent any of said inventions but desires to keep them a secret, Service Provider agrees to assist Company and will not disclose any information in regard thereto except with the prior written consent of Company. Service Provider agrees that all notes, records and drawings made or kept by Service Provider or its employees in connection with Service Provider's services herein or in connection with any inventions made or conceived by Service Provider under this Agreement, shall be and are the sole and exclusive property of Company and that Company has the sole right to obtain copyrights upon any such writings. Service Provider agrees to make available all such notes, records and drawings and copies thereof to Company immediately upon written request by Company. Service Provider agrees that its obligations under this Clause 6 shall survive the termination of this Agreement.
- 6.7 Service Provider irrevocably appoints Company to be its attorney, and on its behalf to sign, execute or make any such instrument, and generally to use its name for the purpose of giving to Company (or its nominee) the full benefit of the provisions of this clause.
- 6.8 Company may disclose to Service Provider such information in connection with its inventions, confidential know-how, trade secrets, cost information, or other proprietary information which Company in its sole judgement determines will assist Service Provider in performing its obligations hereunder. Company may provide Service Provider with models, products or similar items with which Service Provider may have made, conceived or developed inventions, confidential know-how, trade secrets or other proprietary information in its performance of this Agreement. Said inventions, confidential know-how, trade secrets and/or other proprietary information which is disclosed or which is developed by Service Provider in the scope of this Agreement shall remain the sole property of Company and Service Provider shall have no interest in or rights with respect thereto. Service Provider agrees to maintain such information in confidence, to take all reasonable precautions to prevent any unauthorised disclosure of any such information, and to not use such information except within the scope of this Agreement. The obligations of this Section 7.7 shall survive termination of this Agreement until such time as the information becomes a matter of public knowledge, regardless of the reasons for termination of this Agreement.

7. Other Obligations of Service Provider

- 7.1 Service Provider shall allocate sufficient personnel for the Services so as to conclude the same in a timely and professional manner.

- 7.2 Service Provider shall render services to Company in a professional manner based on Good Industry Practice.
- 7.3 Service Provider will be responsible to ensure that all of its Service Providers who work on the Services are adequately trained for the required tasks and meet the requirements of Company.
- 7.4 The Service Provider shall provide all necessary assistance including all required documentation to Company, in defending any action or claim, which may arise against Company, from and out of the provisions of this Agreement.

8. Other Obligations of Company

- 8.1 Company shall ensure payment of all monies due to Service Provider under this Agreement on a timely basis as per Schedule 2.
- 8.2 Company shall provide to the Service Provider, all information that is necessary and reasonable for the performance of the obligations of Service Provider under this Agreement.
- 8.3 Company shall license its Intellectual Property rights to the Service Provider to enable the latter to fulfill its obligations under the Agreement.

9. Obligations of Both Parties

- 9.1 Confidentiality:
- Service Provider and Company shall each, as a receiving party: (i) keep confidential all Confidential Information disclosed by the disclosing party throughout the duration of this Agreement and for a 5 year period following the termination of this Agreement; (ii) use the Confidential Information disclosed by the disclosing party solely in connection with performing its obligations or exercising its rights and not otherwise for its own benefit or the benefit of any third party; and (iii) not disclose the Confidential Information disclosed by the disclosing party to any person save to any director, officer, employee or professional advisor of a Party, or any Group Company to whom disclosure of Confidential Information is necessary to perform obligations or exercise rights in connection with this Agreement.
 - Service Provider and Company shall each, as a receiving party, ensure that each person to whom it disclosed Confidential Information complies with confidentiality provisions no less onerous than those contained in this clause and will remain liable for any disclosure of Confidential Information by each such person as if it had made such disclosure.
 - Service Provider and Company shall each, on the other Party's request and on termination of this Agreement: (i) permanently destroy and provide written confirmation of such destruction to the other Party; or (ii) deliver to the other Party, all of the requesting party's Confidential Information, save where the retention of such Confidential Information is necessary to comply with Applicable Law or otherwise for the other Party to exercise its rights or receive benefits due under this Agreement.
 - Service Provider and Company both agree that the provisions of clauses 9.1.1, 9.1.2 and 9.1.3 shall not apply to any information which the receiving party can prove: (i) is or becomes public knowledge other than by breach of this clause; (ii) was in the possession

of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; (iii) is received from a third party who lawfully acquired it and who was under no obligation restricting its disclosure; or (iv) was independently developed without access to any Confidential Information disclosed by the disclosing party.

- Service Provider and Company both agree that these provisions shall not apply so as to prevent disclosure of Confidential Information by the receiving party to the extent that such disclosure is required to be made by any authority of competent jurisdiction or by any Applicable Law, provided that the receiving party: (i) gives the disclosing party reasonable formal written notice (provided that this is not in contravention of Applicable Law) prior to such disclosure to allow the disclosing party a reasonable opportunity to seek a protective order; and (ii) uses reasonable endeavors to obtain prior to the disclosures written assurance from the applicable entity that it will keep the Confidential Information confidential.

9.2 Bribery and corruption:

- Compliance with Applicable Law in relation to bribery and corruption is a matter of fundamental importance for Company.
- Each Party, including its employees, agents, consultants, contractors and subcontractors, shall:
 - (a) act in accordance with all Applicable Law relating to bribery and corruption;
 - (b) not do or omit to do anything likely to cause the other Party to be in breach of any of the law referred to in clause 1.1.1(a);
 - (c) not give, promise, receive or request any bribes (financial or other advantage), including in relation to any public official;
 - (d) maintain an effective anti-bribery (including gift and hospitality) compliance program, designed to ensure compliance with the law referred to in clause 1.1.1(a), including the monitoring of compliance and detection of violations; and
 - (e) reasonably assist the other Party, at that other Party's reasonable request and expense, to comply with obligations related to bribery and corruption required by the law referred to in clause 1.1.1(a).
- Company shall promptly notify Service Provider of any allegation of fraud, bribery or corrupt or unlawful practices made against Company in court, arbitration or administrative proceedings, or if any investigation is commenced in respect of such allegations, at any time during the term of this Agreement.

9.3 Each Party hereby indemnifies the other Party and its directors, officers, employees, agents and affiliates against all losses which they may suffer as a result of a breach or deemed breach of this Clause 9 by the Party granting the Indemnity

10. Insurance

10.1 The Service Provider shall be required by Company to maintain, or cause to be maintained, in full force and effect for the term of or in connection with the Agreement insurance policies as to appropriately insure the performance of Service Provider's obligations under the Agreement.

- Certificates of Insurance shall be delivered to Company evidencing compliance with the insurance terms of the Agreement. All of the above insurance shall be written through a company or companies reasonably satisfactory to Company, and the Certificates of Insurance shall be of a type that unconditionally obligates the insurer to notify Company in writing at least thirty (30) days in advance of the Effective Date of any material change in or cancellation of such insurance.
- All the Insurance policies of Service Provider shall mention Company as the beneficiary under the policies at appropriate places. Alternatively, the Service Provider shall obtain the necessary certificate from the Insurance Company certifying that the insurance policies cover the Services under this Agreement.

11. Force Majeure

- 11.1 The fulfillment of this Agreement or of any obligation of any party hereof may be prevented, restricted or interfered with by reason of a force majeure including acts of God, event of fire, explosion, strike, accident, epidemic, pandemic, cyclone, earthquake, floods, war, revolution, civil unrest, riots, embargo, or by law, order, proclamation, regulation or ordinance of any government, central, state, local or any subdivision thereof, or any cause beyond the reasonable control of the Party affected.
- 11.2 The Party claiming the Force Majeure Event will promptly notify the other party both verbally and in writing within twenty four hours of the event, conveying the reasons for the delay or stoppage, the likely duration and will take all reasonable steps to overcome the delay or stoppage.
- 11.3 Both Parties shall, for the duration of such event, be relieved of their obligations that are affected by such event and the Agreement period shall be extended by a period equal to the period of delay or stoppage. As regards such delay or stoppage, either Party may, if such delay or stoppage continues for more than thirty (30) continuous days, terminate this Agreement with immediate effect on giving written notice to the other.
- 11.4 The Party claiming the Force Majeure Event will take all necessary steps to bring that event to a close or to find a solution by which this Agreement may be performed despite the Force Majeure Event

12. Indemnity

- 12.1 Service Provider shall, at its own cost and expense, indemnify, defend or settle, and hold Company and/or its Clients free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, relating to, resulting from or in any way arising out of:
- Breach of any of its obligations, representations or warranties contained herein, including loss or damage arising out of (a) misconduct or negligence of the professionals assigned to this Agreement; (b) breach of the Non-Competition; Non-Solicitation clause 17, (c) any claim of infringement of any Third Party's Intellectual Property ;
 - Any claim, suit or proceeding brought against Company by any Third Party for any harm, loss or injury suffered by any Third Party arising from and out of the performance or non-performance of the Services provided by Service Provider pursuant to the Agreement

- any losses resulting from a data breach, or breach of security clauses. Specifically under this Section 12.1.3 The Service Provider shall indemnify the Company (including for the avoidance of doubt the Company's subsidiaries or other companies from the [Customer] Group ("Group Company") on demand and shall at all times keep the Company and the relevant Group Company(s) indemnified against each loss, liability, penalty and cost arising directly or indirectly (including, without limitation, each loss, liability, penalty and cost incurred as a result of defending or settling a claim) out of any claim against the Company, a Group Company or their agents arising out of a breach by Service Provider of its obligations under this Agreement or any Applicable Privacy Law

13. Limitation of liability

- 13.1 Neither party excludes or limits Liability for: (i) death or personal injury including to the extent that such injury results from the negligence (as such term is defined in the Unfair Contract Terms Act 1977); or (ii) any breach of any undertaking as to title, quiet possession and freedom from encumbrance implied by law; or (iii) any fraudulent misrepresentation; or (iv) under Clause 9; or (v) under Clause 12; (vi) under Clause 17; (vii); under Clause 22; or (viii) any other Liability that cannot be excluded by law.
- 13.2 Neither party excludes (but for the avoidance of doubt does limit) Liability for any fundamental misrepresentation, including any misrepresentation as to a matter fundamental to its ability to perform its obligations under this Agreement.
- 13.3 Neither Party shall be liable to the other for any indirect, incidental or consequential damages (including loss of profit or business), howsoever arising, whether under contract, tort or otherwise, even if informed about the possibility of the same.
- 13.4 The Service Provider's liability under this Agreement shall be limited to actual Fees paid under this Agreement for three months prior to any event or incident due to which such liability arises

14. Term

- 14.1 This Agreement shall come into force from the Effective Date and shall continue to remain in force unless earlier terminated in accordance with the Agreement. The Parties agree that the Agreement shall be renewable for such further period and upon the terms and conditions as may be mutually agreed upon between the Parties hereto.

15. Termination

- 15.1 **Unilateral termination for convenience:** Subject to providing, 30 days' notice, either Party may terminate the Agreement for convenience
- 15.2 **Termination by Mutual consent:** This Agreement may be terminated by mutual consent by giving a minimum of thirty (30) days written notice signed by authorized personnel of both parties.
- 15.3 **Termination for cause:** Either Party shall be entitled to terminate this Agreement by written notice to the other Party:
- If the other Party commits a material breach of its representations, warranties or its obligations under this Agreement and the breach is not cured within 15 days of written notice by the injured Party;

- If the Service Provider commits a Persistent Breach;
- If a court having jurisdiction shall enter a decree or order for relief in respect of the other Party in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the other Party or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and such decree or order shall remain unstayed and in effect for a period of sixty (60) consecutive days; or
- If the other Party shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) or for any substantial part of its property, or shall make any general assignment for the benefit of creditor, or shall fail to pay its debts as they become due; or
- If any order, judgement or decree is entered in any proceeding against the other Party decreeing its dissolution and such order, judgement or decree remains unstayed and in effect for more than sixty (60) days.

15.4 Upon termination of this Agreement for whatever reason:

- until the date of termination, Service Provider shall provide Services as agreed with the Company
- The Service Provider shall stop using the Intellectual Property forthwith following the date of termination.
- Service Provider shall forthwith, as on the effective date of termination deliver to Company any and all Confidential Information and Intellectual Property, including all copies thereof irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Confidential Information and shall erase from all of its computers and storage devices any electronically stored Confidential Information.
- Company shall within a period of thirty (30) days of termination pay to Service Provider all sums due and payable for the Services rendered until termination. For removal of doubts, if the Agreement is terminated for reasons other than the default of Company, Service Provider shall not be entitled to any further payments of consideration from Company, except on a pro-rata basis for the period from the Effective Date of the Agreement to the date of termination.

15.5 It is clarified that the specific inclusion of the above remedies in the Agreement does not preclude, bar, restrict or in any manner limit the availability of other remedies to Company.

15.6 Notwithstanding the termination of the Agreement, the provisions of the Agreement the nature of which should reasonably require the survival thereof shall survive the termination of the Agreement.

16. Non-Competition; Non-Solicitation

- 16.1 Service Provider shall not during the term of this Agreement for a period of two years after the termination of this Agreement without the written consent of the Company (i) engage in any consulting, business activity, partnership, or ownership of a business providing Identity Verification Services; (ii) Neither Party shall induce any consultant, employee or agent of the other Party to leave the employment or other relationship of the other Party; (iii) Service Provider shall not solicit the business of any client or customer of Company (other than on behalf of Company); or (iv) otherwise interfere with any business or commercial relationship of Company.

17. Dispute Resolution, Governing Law and Jurisdiction

- 17.1 If the parties are unable to resolve any dispute, controversy or claim arising out of or relating to any Statement of Work or this Agreement, or the breach hereof, the matter shall be referred to the executive officer of each of the parties listed in the applicable SOW (the "Executive") for good faith discussion and resolution. The appointed Executive of the parties shall meet within ten (10) business days of said referral, or within such other time as mutually agreed upon by the parties, for the purpose of resolving the dispute, controversy or claim. The Executive will discuss the relevant issues and will attempt to negotiate a mutually satisfactory resolution in good faith. During the course of such negotiations, all reasonable requests made by one party to the other for non-privileged information reasonably related to this Agreement and the disputed matter, will be complied with for the purpose of resolving such matter. The parties agree that no formal proceedings for the resolution of a dispute, controversy or claim may be commenced until either or both of the Executives conclude in good faith that amicable resolution through continued negotiation of the matter is not likely. If any dispute, controversy or claim cannot be resolved by such good faith discussion between the parties then, on written request of either party ("ADR Request"), the parties may agree in writing to enter into an alternative dispute resolution procedure ("ADR Procedure") with the assistance of a mediator mutually agreed by both parties.
- 17.2 If the parties agree to have recourse to the ADR Procedure the same shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until 40 Business Days after the appointment of a mediator. If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be reduced to writing and, once signed by a duly authorised representative of each of the parties, shall be and remain binding on the parties. The parties shall bear their own legal costs of the ADR Procedure, but the costs and expenses of mediation shall be borne by the parties equally.

18. Injunctive Relief

- 18.1 Service Provider acknowledges that the breach of the provisions of the Agreement for clauses regarding Data security, Confidential Information and Intellectual Property rights shall result in grave and irreparable loss and injury to Company, for which the remedy at law for breach of its obligations and covenants under the Agreement may be inadequate. Accordingly, in the event of any breach or threatened breach by the Service Provider of the provisions of this Agreement, Company shall be entitled, in addition to all other remedies, to an injunction, whether ad-interim interlocutory or permanent restraining any such breach. Such remedy shall be in addition of and not in lieu of the appropriate relief by way of monetary damages.

18.2 In the event of any breach or threatened breach by the Service Provider's Service Providers (or Company's former Service Providers) of the provisions of this Agreement or the respective Agreements between the Service Provider and the Service Provider, the Service Provider shall cooperate with Company in any manner as may be required to restrain such breach, including the pursuit of all legal remedies in appropriate jurisdictions.

18.3 Notwithstanding the provisions of Clause 15, Company shall be entitled to seek the remedies mentioned in Clause 18.

19. Change Orders

19.1 Subject to Clause 21, all Changes and any requests by Company and recommendations by Service Provider for Changes will be made in accordance with this Clause 20 and Schedule 5.

19.2 Change Forms shall be substantially in the form set out in Schedule 5 and shall include inter alia the following:

- a description of the proposed Change in question (including, without limitation, any additional work to be performed and/or any changes to any of the obligations of either party hereunder);
- a statement of the impact of the proposed Change on the Services, the Service Level Objectives and/or any other provision(s) of this Agreement;
- the estimated timetable to complete the proposed Change and the impact, if any, on the Services, the Service Level Objectives, Service Charges and any other payments;
- specific individuals with management and/or coordination responsibilities in relation to the proposed Change;
- any documentation to be modified or supplied as part of the proposed Change; and
- provisions relating to acceptance by Company of the proposed Change (a "Change Form").

19.3 If either party wishes to propose any Change, it shall send a written request to the other party detailing its requirements using the Change Form shown in Schedule 5 (a "Change Order").

19.4 Service Provider shall, as soon as reasonably practicable and in any event no later than 14 days after receipt or issue (as the case may be) of the Change Order, provide Company with a brief written proposal including:

- a statement of the cost of investigating and preparing a detailed proposal in respect of the Change, which shall as far as practicable be calculated in accordance with the rates specified in the rate card set out in Schedule 2;
- brief details of the likely impact, if any, of the Change Order on the Services; and
- an estimate of the cost of implementation and/or ongoing operation of the relevant Change, including any alteration of the Service Charges or any additional Service Charges payable for the proposed Change Order.

The only cost payable by Company in respect of the investigation of a Change shall be the cost stated as required by the change to be implemented

- 19.5 Following receipt of the brief written proposal, Company wishes to proceed with the proposed Change, it shall notify Service Provider and the parties shall sign section 3 of the Change Form. Service Provider shall, as soon as reasonably practicable and in any event no later than 14 days (or such longer period as the parties may, acting reasonably, agree) after both parties have signed section 3 of the Change Form, provide Company with an updated Change Form in relation to the relevant Change (a "Change Control Proposal") including, in addition to any other information that Company may specify, the following information:
- full details of the proposed Change and its impact on the Services including, without limitation, any changes to the Service Level Objectives and any other variations to this Agreement;
 - a statement of the cost and expense of implementation and ongoing operation of the relevant Change, including, without limitation, any alteration of the Service Charges or additional charges relating to the proposed Change;
 - a timetable for the implementation of the Change; and
 - details of the impact, if any, of the proposed Change on any existing Services and on the compliance by Service Provider and the Company with any applicable laws and regulations.
- 19.6 Service Provider may charge Company for the preparation of a Change Control Proposal in accordance with the relevant rates specified in the rate card set out in Schedule 2 provided that the preparation of that Change Control Proposal requires more than three person-days' work. The only costs payable by Company in respect of the implementation and ongoing operation of a Change shall be those stated as required by the change to be implemented.
- 19.7 If Service Provider cannot reasonably provide a Change Control Proposal within the 14-day period, it shall notify the Company and shall provide as much information regarding the proposed change as is reasonably possible. If, on receipt of that information Company wishes to proceed with the proposed Change, it shall provide written notice to Service Provider, who shall, as soon as reasonably practicable (and in any event within 14 days) after receiving that notice, provide Company with a Change Control
- 19.8 Company shall review the Change Control Proposal as soon as reasonably practicable and in any event no later than 10 days after its receipt of it and will either accept or reject the Change Control Proposal. If the parties agree the Change Control Proposal, they shall issue and sign the relevant Change Form. If the parties cannot reach agreement on any Change Control Proposal, either party may escalate the matter for resolution in accordance with the dispute resolution procedure in Clause 18.
- 19.9 Service Provider shall agree to any Change requested by Company if:
- Service Provider has the technical and operational capability, or can obtain that capability, to provide the additional services that would result from that Change; and

- Service Provider and Company can reach agreement as to the Service Charges and Service Level Objectives relating to any Change.

19.10 The Company shall agree to any Change requested by Service Provider which:

- implements a general change to Service Provider's operation processes or standard services offerings; and
- has no impact on either the Services or the Service Charges.

19.11 If a Change is required to respond to an emergency, Service Provider shall use all reasonable endeavors to obtain Company's prior consent for the Change but, if Service Provider is not able to obtain that consent, Service Provider may nevertheless make a temporary Change as necessary to respond to the emergency in accordance with the terms of the Applications Continuity Process. Following the implementation of any temporary Change, Service Provider shall notify Company of the temporary Change and the nature of the emergency and shall then retroactively comply with the terms of this Clause 20 and make any alteration to the temporary Change which is required by Company.

19.12 Neither party shall have any obligation to commence work or make any payment in connection with any Change until the relevant Change Form is agreed and signed by the parties.

19.13 The cost and expense of any Change requested by Service Provider and, agreed by Company, shall be borne by the parties on the following basis:

- if the Change materially affects the provision of services to more than one entity (including Company) hosted at the Service Provider Site, Service Provider shall allocate the cost and expense on a pro rata basis among its customers affected by the Change; and
- Customer shall bear the cost and expense of the Change, and this cost and expense shall be included in the applicable Change Form issued in accordance with Clause 19.8.

19.14 Unless and until a Change has been agreed by the parties pursuant to this Clause 20, this Agreement and the parties' respective rights and obligations under it shall remain unchanged.

20. Data Protection

20.1 Each party shall duly observe all its obligations under the Data Protection Act 1998 and GDPR as and when it comes into effect

20.2 For the purposes of this Agreement, "Personal Data" shall have the meaning given in the Data Protection Act 1998 (or any successor thereof) and/or GDPR. Service Provider warrants that to the extent it processes any Personal Data on behalf of Company it:

- shall keep the Personal Data confidential and not disclose the Personal Data to any third party not authorised by Company;
- has in place the security measures referred to in the SOW, to ensure against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and that any persons it authorizes to have access to the Personal Data will respect and maintain the confidentiality and security of the Personal Data.

- Shall ensure all personnel engaged in providing the Services enter into an individual confidentiality Agreement as referred to in Schedule 1.

20.3 Company shall indemnify and keep indemnified Service Provider from and against any and all Losses arising as a result or in connection with any claim that any processing of Personal Data undertaken by Service Provider in accordance with the Company's instructions infringes the rights of any third party or is in any way contrary to this Agreement and in particular the security requirements and the provisions of the Data Protection Act 1998 (or any successor thereof) and/or GDPR.

21. Miscellaneous

21.1 No waiver: Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in this Agreement shall constitute a waiver by that Party of that or any other right, remedy or power.

21.2 Partnership: Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture or an association of persons or a body of individuals or any other entity of like nature between any of the Parties hereto and none of them shall have any authority to bind the other in any way.

21.3 Independent contractor: The relationship between Company and the Service Provider shall be that of independent contractors. No party to this Agreement shall be an agent of the other, and no Service Providers or agents of any party shall be considered the Service Providers or agents of the other party. Each party shall be responsible for its Service Providers' and agents' compliance with all applicable laws while performing under this Agreement.

21.4 Entire Agreement: This Agreement constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes all prior Agreements and understandings whether oral or written with respect to such subject matter and no variation of this Agreement shall be effective unless reduced into writing and signed by or on behalf of each Party.

21.5 Severability: In the event that any term, condition or provision of this Agreement is held to be in violation of any applicable law, statute or regulation or if for any reason a court of competent jurisdiction finds any provision of the Agreement or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

21.6 Timing: Service Provider expressly acknowledges that time is the essence in the Agreement and agrees to perform its obligations in accordance with the time schedules set herein.

21.7 Subcontractors and Company Agents: Service Provider may subcontract any of its obligations or rights under the Agreement to Third Parties approved by the Company.

22. Notices

22.1 Any notice to be given by any Party to the Agreement shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post or through a delivery service/courier, by hand delivery, by fax or by email to the following address:

- To **COMPANY** at:

Name: Ashlesh Sharma

Address: Entrupy Inc, 1013 Centre Road, Suite 403-B, Wilmington, New Castle County, DE 19805, United States of America

Email address: ashlesh@entrupe.com

- To the **SERVICE PROVIDER** at:

Mythily Ramesh

Co-Founder and CEO

4th Floor, Indique Celestia

Site No. 19 & 20, 1st A Block, SBI Colony, Koramangala, Bangalore, Karnataka 560034, India.

Mythily.ramesh@nextwealth.in

22.2 Any notice given as provided by this Clause shall be deemed received by the Party to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered;
- if sent by pre-paid post on the third clear day after the date of posting;
- in the case of any notice sent by facsimile, upon the issue to the sender of a transmission facsimile machine message which shows the relevant number of pages comprised in the notice to have been sent and result of the transmission is "OK" and such facsimile is immediately sent by pre-paid post provided always that in the case of a facsimile notice the notice shall for the purposes of this Agreement be deemed to have been duly signed if the name of the person or company giving the notice on behalf of the Party is affixed by mechanical means or device on the Service Provider notice;
- if sent by e-mail, 24 hours after the mail is sent.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on the day and date first set forth herein above.

Signed and delivered for and on behalf of
Company



09 / 30 / 2021

Ashlesh Sharma

Co-Founder & CTO

Signed and delivered for and on behalf of
NextWealth Entrepreneurs Private Limited



10 / 01 / 2021

Mythily Ramesh

CEO

SCHEDULE 1

STATEMENT OF WORK

Scope of Work:

Goal – To validate a product aka shoe as Original or Fake.

This is done by an ML model considering its measurements and various parameters on a scanned 3D image and determine as fake or real. The ML model needs to be trained by feeding it with labeled datasets. The shoe will be scanned using Artec 3D Scanner. These 3D images are to be annotated in Blender Tool.

Benefit - End Users - This will be useful for retailers and marketplaces who would want to authenticate their product

Requirements:

Requirement 1 – Determining Annotation Readiness

- The scanning is done by a team in the US. There could be manual errors in a scan, such as certain parts might be deformed or hanging in air or not in a perfect condition to be annotated. Team needs to inspect for Annotation Readiness which includes parameters like alignment, no blobs, if on a plane or not. Then approve for further processing. The 3D image is seen on the Blender 3D tool. If scan is not good, immediate revert for a re-scan to be ensured.

Requirement 2 – 3D Semantic Segmentation

- The image has to be labeled using semantic segment. Some of the labels include but not limited to side logo, wing logo, toe box, heel leather or support structure for ankle, etc.

This would be an ongoing exercise, annotation must be done for each SKU/ variation in the shoe series, and every new introduction.

Requirement 3 – 3D Graphic Design

- The same model could have different colors, textures aka variations. A link will be shared which showcases all the kinds of shoes sold eg. Same model/size shoe can have pink Nike logo for girl shoes and orange Nike logo for Boy shoes.

On completion of semantic segmentation for a particular kind of shoe (Requirement 2), team to look up at the link shared and change color/texture as per the variation. This will be done using 3d animations on the graphic tool.

More details of the process will be discussed as part of initial training.

Solution Summary:

- **Location:** We will be delivering this service out of our centre in Salem, Tamil Nadu.
- **People:** We will follow FTE billing for this account. To complete the 130-200 backlog we will deploy 4+1 FTE for 6-8 weeks. Later for the ongoing ~10 scans per week, we will bring the team size down. However, if new expansion has been made by Entrupy by then and we have the volumes coming in, then will retain the resources for continuity.
- **Profile of People:**
 - **Associates** – Graduates from various disciplines with Computer Vision annotation experience.
 - **Team Lead** – Will be a person with relevant experience either from internal projects or hired externally
- **Reporting**

- Daily / Weekly / Monthly reports as mutually agreed on relevant metrics
- **Work Window and Working Days:**
 - 09:00 a.m. – 6:00 p.m. (IST)
 - 5 Days a Week
- **Documentation:** to be in place:
 - Check Lists, Guidelines
 - SOPs & Training Material
- **Quality Methodology:**
 - QC Methodology and Process (To be shared by Entrupy, or come up mutually)
 - Quality SLA to be discussed and mutually agreed

Transition Approach:

- **Training**

Entrupy to train the initial Batch. Post this all training backfill or addition to HC will be managed by NextWealth

NextWealth Approach

- 1 Week – NextWealth’s Pre-Process Training
- 1 Weeks – Entrupy’s Process Training and OJT – During this phase, the team will undergo recap & refresher sessions and feedback sessions and will be monitored on the quality scorecard

Entrupy Support

- Train NextWealth team
- Provide “as is” documentation
- Validate process documentation
- Feedback & coaching during the first 2 weeks as the entire team is new

Documentation Support

- Detailed process profiling during assessment covering people, process, technology details
- Process flow maps depicting hand offs, approval cycles, deliverables
- Desk top procedures – Key stroke level documentation with screen shots
- Defined service levels and learning curve targets

Timelines:

These timelines are based on our prior experience in handling Computer Vision Segmentation Annotation Operations. These may be adjusted based on further conversations with Entrupy.

	Indicative Transition Timelines						
Activities	W0	W1	W2	W3	W4	W5	W...
MSA & SOW Signoff							
Hiring/ System security setup							
Pre-Process Training							
Process Training/ OJT/ Ramp							
Business as Usual							

- Hiring will commence once we receive the approval on our proposal. The MSA & SoW can be finalized within a week of proposal approval.
- We estimate 1 week to put the team together with resources having prior experience in CV work.
- The training time considered is 2 weeks in total including a week for NextWealth's internal training, 1 weeks of OJT and Entrupy Process Training.
- During the OJT phase the team will familiarize themselves with the tasks and begin production. They will gradually increase the Turn Around Time handled over a period of 2 weeks. Entrupy would need to provide regular feedback so that the team can improve consistently.

Transition Assumptions:

- Hours of Operation - 9:00 a.m. to 6:00 p.m. (IST), 5 days a week
- Standard Shift - 9 hours including a 1 hour of breaks
- The OJT and Ramp timelines indicated will ensure that our team has adequate time to focus on quality of service
- Under the current COVID-19 situation all our Associates will WFH till it is in their best interest to be brought back into the centre. All necessary security precautions will be taken to ensure business continuity is not impacted.
- Each shoe model could have multiple scans, all of them have to be annotated. This ensure the variance to be factored in for the ML model.
- There is a backlog of 130-200 pairs of models, post which ~ 10 models expected per week.
- NextWealth will engage with SME to have its resources pre-process trained on 3D Blender Tool

Support Required from Entrupy:

- Have a Point of Contact / Engagement Manager – who will be our go-to person
- Entrupy to train the Team at NextWealth for the processes in scope.
- Entrupy will share available documentation on Training, Operations SOP, Process Flows, Quality Methodology, Checklists, Reports, Annotation Guide, Model types and its variations, Weekly/Daily/Monthly output expected
- Share the link to refer for the variations for the scanned models
- When there is a multi-colour variant for the shoe eg. Tie-dye colour, gradient shades, we will pick an average colour/texture for that area
- Provide access to all systems and platforms required to do the job and clear guidelines on process to be followed for addition and deletion of access.
- Share data on volume forecast or arrival scanned pattern on a rolling forecast basis to help us understand and staff our people accordingly and ensure we are well prepared for any eventuality.

SCHEDULE 2

FEES AND PAYMENT

- **Rate/hr → \$5 per FTE per hr**
- This rate will be applicable to all Dedicated Personnel on the Project – Associates, QA, Team Leads and Trainers.
- This Rate will be applicable from the start of Process Training.
- This rate is inclusive of people, infrastructure, internet bandwidth, operational and administrative overheads.

Terms:

- Pricing is fixed for the scope of work as mentioned here unless there is a change
- There will be a YOY increase for **Cost of Living Adjustment at 6% per annum**
- Volume fluctuations upto +/-10% will be managed by NextWealth and anything above or below it would need to be forecasted so headcount can be adjusted accordingly
- Any increase in minimum wages as per State or Central Govt. Legislation will be applied at actual from such date
- Invoice will be raised on the last day of the month and the payment to be made within 30 days of receiving invoice. If payments are delayed beyond 45 days, an interest of 2% per month will be applicable
- If there is an invoice process or format to be followed, we would need that from Entrupy at the time of SOW signoff

Operations and People Related:

- Any overtime which requires people to stay back will be charged @ 1.5 times the daily rate as per the State Labour Law. Overtime will be undertaken with explicit approval from Entrupy.
- Training related to the Entrupy environment and processes will be provided by Entrupy.
- Transition costs if any, which requires the NW team to travel to Entrupy locations will be charged additionally - on actual or mutually agreed costs.
- In situations where we would need to do a reverse transition or wind down a project, a 30 to 60-day notice period must be provided. Depending on the size of the team deployed at NextWealth and for the duration of the transition the full amount per FTE will need to be paid, as applicable

Infrastructure and Technology Related:

- Windows OS and anti-virus for all workstations. MS Office in addition for Team leads has been assumed. The desktop with configuration of i5 7th Gen, 16 GB RAM and the Graphics card GTX 1050ti. Any software over and above this if required will be charged additional at actual.
- Any tools developed specifically for the project, Entrupy will be charged additionally at a mutually agreed rate.
- Bandwidth of up to 150 kbps broadband connectivity per seat has been provisioned. Anything additional would need to be discussed, reworked and agreed.
- Any additional IT infra costs (network security, server, etc.) has not been accounted for in the pricing and will need to be borne by Entrupy.
- UPS back up of 2 hours and generator back up has been taken into consideration.
- Entrupy will be responsible for providing all required access to Systems and other applications that will be required to complete this work.

TITLE	Entrupy & NextWealth SOW - for sneaker annotation
FILE NAME	NextWealth_Entropy_MSA_SOW_Final.docx
DOCUMENT ID	83a2cb43480ec5f87517aa70b0ecb2984a022245
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
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Sent for signature to Ashlesh Sharma (ashlesh@entropy.com) and Mythily Ramesh (mythily.ramesh@nextwealth.in) from gautham@entropy.com
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VIEWED

09 / 30 / 2021

15:15:36 UTC-4

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SIGNED

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21:45:44 UTC-4

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SIGNED

09 / 30 / 2021

21:46:02 UTC-4

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The document has been completed.