

INDIA CONTRACTOR SERVICES AGREEMENT

The Parties:

Monza, Inc., incorporated in United States, with its registered office at 1390 Market St San Francisco, CA 94102-5402 United States (**Company**)

and

Pritiraj Partho with National Id number 3313327557 of the address listed on Remote.com (**Contractor**).

Introduction:

These terms include the general terms and conditions between the Contractor and the Company (**Terms and Conditions**) and a statement of work (**Statement of Work**) detailing the Contractor's services and deliverables, applicable fees, and service term (in entirety, the **Contractor Services Agreement** or **CSA**). The Company and the Contractor shall update or execute a new Statement of Work as necessary to reflect any changes to the scope of the Contractor's services.

Terms and Conditions:

1. Independent contractor

1.1. The relationship of the Contractor to the Company shall be that of an independent contractor and nothing in the CSA will render the Contractor as the Company's employee, worker, agent, partner or joint venturer of the Company and the Contractor shall not hold themselves out as such. The CSA constitutes a contract for the provision of services only and not a contract of employment.

1.2. Nothing in the CSA shall permit the Company to exercise control over the manner or method by which the Contractor performs the Services and Deliverables (further defined in the Statement of Work).

1.3. Nothing in the CSA will prevent the Contractor from being engaged, concerned, or having any financial interest in any capacity in any other business or occupation during the term of the CSA on the condition that (absent Company consent) such activities do not cause a breach of or interfere with the Contractor's obligations under the CSA.

2. Third party support

2.1. The Contractor may agree with **Third Parties** (including, but not limited to employees of the Contractor or subcontractors) to provide the Services and Deliverables under the CSA, provided the Third Party is subject to equivalent obligations to those detailed in the CSA (including the same or similar Intellectual Property and Confidentiality terms).

2.2. The Contractor may use Third Parties to provide support for the Services and Deliverables on condition that the Company will not be liable for the cost of such functions.

2.3. At the Company's request, any Third Party will be required to enter into agreements with the Company regarding confidential information and intellectual property rights.

2.4. The Contractor remains subject to all the terms of the CSA and is responsible for all acts and omissions of Third Parties as if they were their own.

3. Performance of the Services and Deliverables

3.1. The Contractor must:

3.1.1. provide the Services and Deliverables described in the Statement of Work with the due care and skill as would

reasonably be expected from an experienced provider of similar services and deliverables,

- 3.1.2. provide such facilities and/or premises as may be required to complete the Services and Deliverables,
- 3.1.3. possess the skills, knowledge and experience to complete the Services and Deliverables without the need for training from the Company,
- 3.1.4. have the proper certifications, qualifications, insurance policies, or have otherwise fulfilled, and will continue to fulfill, any applicable national, international, or professional requirements necessary to perform the Services and Deliverables,
- 3.1.5. comply with the terms of the CSA and promptly report to the Company in writing any breaches of the CSA,
- 3.1.6. comply with all applicable laws, regulations and rules, including without limitation those related to discrimination, harassment, health and safety, anti-bribery, ethics and conflicts of interest,
- 3.1.7. comply with Company policies that apply to contractors (to the extent that they do not violate the CSA or applicable laws), including, but not limited to, those related to anti-bribery, anti-corruption and tax evasion,
- 3.1.8. promptly report to the Company in writing any request or demand for undue advantage or to facilitate tax evasion,
- 3.1.9. provide the Company with all data, reports or information and updates it may reasonably require in connection with the CSA,
- 3.1.10. notify the Company in writing as soon as possible if they are unable to complete the Services and Deliverables, and
- 3.1.11. perform the Services and Deliverables remotely at a location of their choice.

3.2. The Contractor must not:

- 3.2.1. be subject to any restrictions that prevent them from entering into the CSA,
- 3.2.2. harass, victimize, or otherwise unlawfully discriminate against any employees, agents, and contractors of the Company,
- 3.2.3. engage in any activity that creates a conflict of interest in the performance of their obligations under the CSA (such as undue influence over the Contractor),
- 3.2.4. have any authority to incur any expenditure in the name of or on behalf of the Company, and
- 3.2.5. hold themselves out as having authority to bind the Company.

3.3. The Company must:

- 3.3.1. provide the Contractor with all information and documentation reasonably necessary to fulfill their obligations under the CSA,
- 3.3.2. comply with the terms of the CSA and promptly report to the Contractor in writing any breaches of the CSA,
- 3.3.3. comply with all applicable laws, regulations and rules, including without limitation those related to discrimination, harassment, health and safety, anti-bribery, ethics and conflicts of interest.

4. Completion of the Services and Deliverables

4.1. The Contractor shall complete the Services and Deliverables within the Service Term (as defined in the Statement of Work). If the Contractor anticipates they will not complete the Services and Deliverables within the Service Term, they shall immediately notify the Company in writing, and both Parties shall make best efforts to:

- 4.1.1. update or execute a new Statement of Work, or
- 4.1.2. terminate the Statement of Work.

5. Fees, invoicing and payment

5.1. The Contractor shall invoice the Company and the Company shall pay the Contractor a fee **(Fee)** for the Services and Deliverables as specified in the Statement of Work.

5.2. If the Company disputes the amount of any invoice or if the Contractor does not provide the Services and Deliverables, the Company and the Contractor shall act reasonably and in good faith to resolve such disputes.

5.3. Upon termination of the Statement of Work, the Contractor shall only be entitled to receive pro rata Fees according to the Statement of Work.

5.4. The Parties are responsible for paying any applicable direct or indirect taxes (such as levies, withholdings, deductions,

VAT, GST, consumption tax, stamp tax, or sales tax).

6. Confidentiality

6.1. Confidential Information includes any information relating to the Company's business, customers, products, affairs, finances, trade secrets, technical data, knowhow, physical or electronic property, passwords, data, files, documents, data belonging to the Company or generated from the performance of the Services and Deliverables (including any and documents regarding and relating to the customers of the Company).

6.2. Confidential Information does not include information which:

6.2.1. is or comes into the public domain, other than through breach of the CSA, or

6.2.2. is received by the Contractor from a third party without breaching an obligation owed to the Company or the third party.

6.3. The Parties will not use or disclose any Confidential Information at any time except:

6.3.1. where authorized or as required to perform under the CSA,

6.3.2. where authorized by the other Party, or

6.3.3. where authorized or required by applicable law.

6.4. On termination of the CSA, or at the Company's written request, the Contractor shall return (or, if requested, delete or destroy) any Confidential Information belonging to the Company. Proof of deletion or destruction shall be delivered by the Contractor to the Company upon request.

7. Liability and indemnification

7.1. The Contractor shall be fully liable for, indemnify, and defend from any loss, liability or costs (including legal costs) or damages incurred by the Company for circumstances including or arising in connection with:

7.1.1. the Contractor's breach of the CSA,

7.1.2. any of the Contractor's or Third Parties' acts or omissions,

7.1.3. the Contractor's breach of intellectual property rights of a third party, a contractual duty to a third party, or other duty owed to a third party, or

7.1.4. any employment-related claim or any claim based on worker status as an alleged employee brought by Third Parties against the Company arising out of or in connection with the performance of the Services and Deliverables.

8. Intellectual property

8.1. The Company and the Contractor may agree to separate intellectual property terms which will take precedence over these intellectual property terms to the extent they conflict.

8.2. The following definitions apply to the CSA:

Intellectual Property Rights: intellectual property rights of any kind, in any jurisdiction, subsisting now or in the future (including rights in business, company or trade names, rights in domain names, patents, rights in and to inventions, utility models, copyrights and related rights (including rental and lending rights), database rights, design rights, rights in data, know-how and information, topography rights, trade marks, service marks, the right to sue for passing off and rights to use, and protect the confidentiality of, confidential information), whether registered or unregistered, and including all extensions or renewals of such rights and the rights to apply for or renew the registration of any such rights and any rights the subject of any lapsed application or registration,

Work Products: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, data, software, algorithms, inventions, improvements, works of authorship, and all other materials in whatever form, including but not limited to hard copy and electronic form, arising in connection with the performance of the Services and Deliverables.

Prior Inventions: The Contractor represents and warrants that, except as promptly disclosed in writing to the Company, they have no prior inventions, proprietary information, or intellectual property that will be used in the performance of the CSA. The

Contractor agrees not to incorporate or utilize any such prior inventions, proprietary information, or intellectual property without prior written consent from the Company. The Contractor further agrees to promptly disclose in writing any such prior inventions, proprietary information, or intellectual property that may become relevant during the term of the CSA. If, in the course of the performance of the CSA, the Contractor incorporates a Prior Invention into a Work Product, the Contractor hereby grants the Company, to the extent permitted or applicable, a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Prior Invention.

8.3. The Contractor agrees that any and all Intellectual Property Rights in Work Products shall automatically, on creation, belong to the Company to the fullest extent permitted by law.

8.4. To the extent that the legal title in any Intellectual Property Rights in the Work Products does not automatically vest in the Company, the Contractor hereby assigns (by way of present and future assignment) with full title guarantee all Intellectual Property Rights in any Work Products to the Company including (with effect from their creation) all materials embodying such rights to the fullest extent permitted by law. This assignment shall include:

8.4.1. the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from the ownership of the Intellectual Property Rights whether occurring before, on or after the date of the CSA, and

8.4.2. all rights to apply for registered rights or protection of the Intellectual Property Rights in any country in the world, including all rights to any extensions, renewals or amendments of or to the Intellectual Property Rights.

8.5. The Contractor warrants and undertakes that during and after the term of the CSA:

8.5.1. the Work Products assigned and or transferred to the Company are the Contractor's original work,

8.5.2. the Work Products have not been copied wholly or in part from any other work or material,

8.5.3. nothing in the Work Products infringes the Intellectual Property Rights of any third party.

8.6. The Contractor hereby irrevocably waives all moral rights (to the extent allowed under applicable law), which they have, or will have in any existing or future Work Products. The Contractor agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such works or other materials infringes their moral rights.

8.7. The Contractor agrees to promptly execute all documents and do all acts as may, in the Company's opinion and at the Company's expense, be necessary to give effect to this Section.

8.8. The Contractor irrevocably appoints the Company to be their attorney in their name and on their behalf to execute documents, use the Contractor's name and do all things necessary or desirable for the Company to obtain (for themselves or for the Company's nominee) the full benefit of this Section.

8.9. The Contractor agrees that the Fee paid is a full and fair compensation for the creation, transfer, and use of all Intellectual Property Rights in the Work Products.

9. Data protection

Each Party shall process personal data only to the extent necessary and for the purposes in accordance with applicable laws and internal data protection policies.

10. Force majeure event

No Party will be liable for any delay or failure in performing its obligations under the CSA if resulting from events or circumstances beyond its control (**Force Majeure Event**). If the period of delay or non-performance continues for thirty (30) calendar days, the unaffected Party may terminate the CSA unilaterally on seven (7) calendar days' written notice to the affected Party. For the purposes of the CSA, a Force Majeure Event includes, but is not limited to, war, acts of terrorism, governmental regulations, natural disasters, epidemics and pandemics, labor strikes, or damage or material issues with or relating to the Services and Deliverables that are not expressly covered by the CSA.

The Party invoking the Force Majeure Event shall promptly notify the other Party in writing of the details of the Force Majeure Event and its anticipated duration. During the period of the Force Majeure Event, both Parties shall work together in good faith to mitigate the effects of the Force Majeure Event and to resume the performance of their respective obligations as soon as practicable.

11. Termination

11.1. The CSA is effective from the date of the final signature **(Effective Date)** and shall continue until terminated by either Party giving not less than thirty (30) calendar days' notice.

11.2. Either Party may unilaterally terminate the CSA immediately by written notice if the other Party materially breaches the CSA and is unable to cure the breach within fifteen (15) calendar days' of notice.

11.3. Termination of the CSA shall result in immediate termination of the Statement of Work. Termination shall not release either Party from any obligations to pay amounts due and payable under the CSA.

11.4. On termination of the CSA:

11.4.1. the Contractor shall provide the Company with all Deliverables, Work Products, and any other materials created by the Contractor under the CSA in its current state of development, and

11.4.2. the rights (including the right to claim damages for any breach of the CSA) and remedies of the Parties will not be affected.

12. Miscellaneous

12.1. The CSA contains the entire agreement between the Parties relating to its subject matter and replaces all previous agreements or arrangements between them (whether written or verbal, express or implied).

12.2. Any failure or delay by a Party to exercise any right or remedy (in whole or in part) provided under the CSA or by law will not waive, prevent or restrict the exercise of that or any other right or remedy.

12.3. The terms of the CSA shall govern the relationship between the Parties except where they conflict with any applicable laws in which case they shall be limited to the extent necessary to be valid and enforceable.

12.4. If any provision of the CSA is held to be illegal, invalid, or unenforceable, the remainder of the CSA will remain valid and enforceable.

13. Governing law

The CSA is governed by the laws of India and the courts of India have exclusive jurisdiction in relation to it.

Statement of Work:

1. Introduction

This Statement of Work **(Statement of Work)** details the specific services, applicable fees, and duration of the services as part of the CSA agreed to between the **Parties** (as defined in the CSA and reproduced in the signature block below). This Statement of Work shall replace any previous Statement of Work between the Parties.

2. Service Term

2.1. This Statement of Work is effective as of 2024-05-21 **(Service Start Date)**.

2.2. This Statement of Work will terminate on 2024-07-21 (**Service End Date**).

If the Contractor continues to provide Services and Deliverables after the Service End Date, this Statement of Work will continue on a month to month basis unless terminated by either party under the CSA.

3. Services and Deliverables

The Contractor shall provide the following Services and Deliverables:

- Collaborate with assigned development team
- Ensure high quality graphic standards and brand consistency

4. Fees

The Company shall pay the Contractor a fee (**Fee**) of USD 7.50 per hour (**Compensation Period**).

The Contractor shall invoice the Company for the Services and Deliverables bi-weekly.

Upon termination of the Statement of Work, the Contractor shall only be entitled to receive pro rata Fees equal to the portion of the Compensation Period completed on the date of termination.

5. Termination of the Statement of Work

5.1 The Company may terminate this Statement of Work with at least 3 days notice in writing.

5.2 The Contractor may terminate this Statement of Work with at least 3 days notice in writing.

5.3 This Statement of Work will automatically end on termination of the CSA.

Signature:

Unless otherwise required by applicable law, the CSA (which includes the Terms and Conditions and Statement of Work) shall be electronically signed by the parties and may be executed in separate parts.

Signed for the Company

Signed by the Contractor

Matthew Rivera

Matthew Rivera
pro@monzapro.com

2024-05-16 22:48

Pritiraj Partho
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[YYYY-MM-DD HH:MM]