

Contractors Agreement

1. Agreement Date and Parties

The date of this Agreement is 14th day of February 2024 (the "Signing Date") between:

Graun Limited with its registered office at 4 Parson Street, Banbury, OX16 5LW Company Number 14113709 ("Client" in this Agreement); and

Mr. Soumya Ranjan Sunani S/O Mr. Manohar Sunani resident of address Lakhana-Nuapada, Odisha 766105. ("Contractor" in this Agreement).

2. The Term

2.1 The Client engages the Contractor to provide the services described in the Schedule in accordance with this Agreement ("Services" in this Agreement).

2.2 This Agreement will continue for the Term. The Term starts on the Signing Date (at the beginning of this Agreement) and will continue until it ends as set out in the Schedule to this Agreement unless:

2.2.1 it ends earlier in accordance with clause 10 of this Agreement; or

2.2.2 it ends earlier by the Client giving the Contractor not less than four weeks' prior written notice.

3. Contractor Responsibilities

3.1 During this Agreement the Contractor will:

3.1.1 provide the Services carefully and skilfully to the standard of an experienced provider of similar services;

3.1.2 meet the Client's reasonable expectations by providing the Services during the regular business hours of the Client on weekdays (excluding public and bank holidays);

3.1.3 reply as soon as possible to any reasonable request from the Client's board of directors for information and reports in connection with the Services;

3.1.4 tell the Client as soon as he/she reasonably can if the Contractor is unable to provide the Services or any part the Services for any reason;

3.1.5 make reasonable efforts to ensure that he/she is available at all reasonable times (as long as the Contractor is given reasonable advance notice) to provide any assistance or information the Client in relation to the Services;

3.1.6 not incur any expense on the Client's behalf, unless the Client specifically tells him/her in writing to do so, or give the impression to others that he/she is allowed to do so;

3.1.7 comply with all reasonable standards of safety and with the Client's written health and safety procedures, at the place where the Services are provided, and report any unsafe working conditions or practices to the Client;

3.1.8 comply with all applicable anti-bribery and anti-corruption laws including the Bribery Act 2010, and also with any of the Client's policies, including but not limited to relevant anti-corruption, internet usage, email and communications, monitoring, privacy, data protection and information security policies, of which he/she is made aware; and

3.1.9 warrant that their work is original and does not infringe anybody else's intellectual property rights. If this is not correct, the Contractor will pay the Client back for any money lost as a result of any successful claim against the Client;

3.1.10 ensure that nothing the Contractor does will infringe anybody else's data and/or privacy rights or damage anybody's reputation in a way that the law judges to be defamatory; and

3.1.11 ensure that nothing the Contractor does is unlawful, obscene, insulting or prejudicial towards any individual or group.

3.2 The Contractor is a professional who will use his/her own initiative as to the way in which the Services are to be delivered or the place of delivery. The Contractor shall cooperate with the Client and comply with all reasonable and lawful requests of the Client.

3.3 The Contractor may provide the Services from such locations as are appropriate and agreed with the Client, although the Contractor is generally expected to carry out the Services at his own place of work and within the United Kingdom or India.

3.4 The Contractor shall not be required to provide any advice and assistance in addition to the Services. Any requests to provide any additional advice and assistance shall be agreed by the Contractor before the advice or assistance is provided, including the fee payable for such additional advice and assistance.

3.5 The details of any new fee arrangements between the Contractor and Client shall be agreed in writing and the Schedule shall be amended to show that agreement.

3.6 The Contractor shall comply with the Client's IT policies and shall not knowingly introduce or pass on to the Client any software viruses, Trojan horses, time bombs, logic

bombs, trap doors, cancelbots or any other computer code, files or programmes that may cause any harm to or affect the Client's systems, or any device, software, system or telecommunications equipment used by the Client.

3.7 The Client shall not have to offer the Contractor any further, additional or future work during or after this Agreement and the Contractor shall not have to accept any offer of work made by the Client. The Contractor is not obliged to make its services available except for the performance of its obligations under this Agreement. Neither party wishes to create or imply any mutuality of obligation between themselves. Obligations of the Contractor limited to the Services purchased under the terms of this agreement. This Agreement shall not extend beyond the current term without a variation being signed pursuant to clause 3.5.

3.8 The Contractor shall, at its own cost, provide all equipment as is necessary for the satisfactory performance of the Services by the Contractor. If the Contractor is provided with equipment by the Client, the Contractor shall be responsible for looking after the equipment. If any equipment is negligently or carelessly lost or damaged while the Contractor is responsible for it, the Contractor shall pay the cost of any necessary repairs or replacement.

3.9 The Client will collect and process data about the Contractor in accordance with the privacy notice provided to the Contractor.

3.10 The Contractor will comply with the Client's data protection policy and any other policies that apply to the processing of data, including in relation to special category personal and criminal records information.

3.11 In addition to the general obligations of the Contractor under clauses 3.9 and 3.10, the Contractor will:

3.11.1 co-operate fully with the Client to allow the Client to comply with all of its obligations under all applicable data protection legislation;

3.11.2 implement and maintain appropriate technical and organisational measures against unauthorised and unlawful processing of personal data (in each case as defined in applicable data protection legislation) and against accidental loss and destruction of or damage to personal data;

3.11.3 process any personal data disclosed to the Contractor by or on behalf of the Client as processor and only:

(a) In accordance with the Client's written instructions; and

(b) for the purposes for which that personal data was obtained and processed by the Client;

3.11.4 provide such available documentary evidence of the Contractor's compliance with his/her obligations under clause 3.9 and 3.10 as the Client may from time-to-time reasonably request;

3.11.5 straight away on receiving notice from the Client, take all appropriate action to enable the Client to comply fully and in a timely manner with any request from a data subject in relation to access to and/or rectification or erasure of personal data; and

3.11.6 immediately notify the Client of any misuse or loss of data of personal data of which the Contractor becomes aware in the course of providing the Services.

4. Client's Responsibilities

4.1 When necessary to provide the Services, the Client will provide the Contractor with access to its premises and equipment.

4.2 The Client shall notify the Contractor of any statutory rules or regulations that apply to the Contractor and of any policies which apply to the Contractor during the course of providing the Services.

4.3 Where other people or organisations (including employees of the Client but excluding the Contractor) have to do something in order for the Contractor to provide the Services, the Contractor will not be responsible for any delay to the delivery of the Services or if the Services are not completed in full or at all because those other people or organisations do not do what they are supposed to do on time, in part or at all.

5. Fees

5.1 The Client shall:

5.1.1 pay the Contractor the Fee set out in the Schedule (save where the circumstances set out in clause 5.2 of this Agreement apply), provided that the Contractor has sent an invoice in the way set out in the Schedule;

5.1.2 be entitled to deduct from the Fee or Early Termination Fee or other sums due to the Contractor any sums that the Contractor may owe to the Client at any time.

5.2 For the avoidance of doubt, the Contractor is not entitled to any payment or Fee if:

5.2.1 he/she does not provide the Services within the Term (except in the circumstances set out in clause 2.2.2, in which case the Contractor will be paid the Early Termination Fee set out in the Schedule); or

5.2.2 he/she fails to rectify any problems or defects in the Software within the period set out in clause 13.3 below.

5.3 Payment of fees or any expenses by the Client shall not affect any of the Client's claims or rights against the Contractor if the Contractor does not provide the Services in accordance with this Agreement.

6. Expenses

6.1 The Contractor shall be responsible for all expenses that it has to pay in order to carry out the Services unless some other agreement is made between the Contractor and the Client.

6.2 If the Client agrees to pay any of the Contractor expenses, the Contractor will:

6.2.1 provide receipts or other valid evidence of payment; and

6.2.2 get the Client's agreement in writing 3 days in advance of such expense.

6.3 The Contractor must invoice the Client for the expenses claimed and, if they are due, the Client must pay them (together with any VAT due) within the period set out in the Schedule.

6.4 If the Contractor has to travel abroad in the course of this Agreement, he/she will be responsible for any necessary insurance, vaccinations and immigration requirements which apply to him/her and the Client shall bear no responsibility.

7. Other Activities

7.1 The Contractor can engage in any other business during the Term provided that he/she:

7.1.1 does not breach the terms of this Agreement;

7.1.2 does not cause the Contractor a conflict of interest in relation to their ability to deliver the Services;

7.1.3 does not interfere or try to interfere in any contract, agreement or arrangement between the Client and any third party; and

7.1.4 does not discourage any third party from doing business with the Client or entice or encourage such third parties to enter into contracts with a competitor of the Client or with the Contractor, once they have indicated their intention to enter into a contractual relationship with the Client.

7.2 To protect the confidential information and business connections of the Client, the Contractor agrees that he/she will not in any Capacity (other than in respect of any

investment of less than 5% of the total shareholding or capital of the relevant organisation):

7.2.1 for the Restricted Period, undertake, carry on or be employed, engaged or interested in any capacity in either any business which as at the termination of this Agreement is competitive with the Restricted Business or any business which as at the termination of this Agreement is reasonably considered to be planning to compete or has taken any active steps to compete with the Restricted Business;

7.2.2 for the Restricted Period, solicit, entice, induce or encourage a Restricted Customer to transfer or remove custom from the Client;

7.2.3 for the Restricted Period, in the course of any business concern that is in competition with any Restricted Business, offer to employ or engage, or seek to solicit or entice away from the Client any Restricted Person

7.3 In this clause 7, the following terms shall have the meanings set out below:

7.3.1 "Capacity" means directly or indirectly, either alone or jointly with or on behalf of any person, organisation or undertaking, and as agent, contractor, director, employee, owner, partner, shareholder, principal or in any other capacity;

7.3.2 "Restricted Business" means the business or services of the Client in relation to which the Contractor provided the Services in the Relevant Period.

7.3.3 "Restricted Customer" means:

7.3.3.1 any firm, company or person who or which, during the Relevant Period, was a customer or client of the Client, or who was in the habit of dealing with the Client; and

7.3.3.2 with whom the Consultant had material dealings at any time in the provision of the Services in the Relevant Period;

7.3.4 "Restricted Person" means any person employed or engaged by the Client who could materially damage the interests of the Client if they were involved in any Capacity in any business concern that competes with the business of the Client, and with whom the Consultant dealt with in the Relevant Period;

7.3.5 "Relevant Period" means the period of 12 months immediately prior to the termination of this Agreement (or the Term of this Agreement, if shorter); and

7.3.6 "Restricted Period" means the period of 60 months immediately following the termination of this agreement (howsoever arising).

7.4 The Contractor must not at any time during the Term of this agreement or after it terminates use any name used by the Client at the date this agreement terminates or any name likely to cause confusion with it in the minds of members of the public, for the purposes of a business which competes with any business carried on by the Client as at the date this agreement terminates whether by using such name as part of a corporate name or otherwise.

7.5 The Contractor must not at any time after the date this agreement terminates represent him/herself as being connected with or employed by the Client.

7.6 Each of the restrictions contained in this clause 7 constitutes an entirely separate and independent restriction and is considered by the parties to be reasonable and necessary for the protection of the Client's legitimate business interests considering the professional level of the Contractor and the type of business of the Client. If this clause 7, or part of it, is found to be void, invalid, illegal or unenforceable by any court of competent jurisdiction but would be valid if some words were deleted from it, or the period of it reduced, or area covered or range of activities reduced, such restriction shall apply with such modification as may be necessary to make it valid and effective.

7.7 In the event of any clause or part of a clause contained in this agreement being declared invalid or unenforceable by any court of competent jurisdiction, all other clauses or parts of clauses contained in this contract shall remain in full force and effect and shall not be affected thereby.

8. Confidential Information

8.1 Confidential Information shall mean any trade secrets, know-how of the Client's products, code of the Software and/or algorithms, information in any form relating to customers, products, software, technical data or other information (in whatever form and wherever kept) relating to the business or clients of the Client, which is confidential to the Client (which may be marked as "confidential", is described as "confidential" or which is obviously confidential) and includes any copies of such information.

8.2 The Contractor may not use or disclose to anyone, whether during this Agreement or after its termination (howsoever caused), any Confidential Information about the Client's business that he/she may see or find out when providing the Services, including Confidential Information in any form relating to customers, products, software, technical data and trade secrets, unless:

8.2.1 the Contractor work makes it necessary to disclose the information to someone in order that they can help his/her fulfil the Services and he/she has prior written authority to disclose it;

8.2.2 the Client approves its disclosure (in writing);

8.2.3 the law, or a body with legal or regulatory authority requires it to be disclosed;
or

8.2.4 the information is already public and known by others (but not because the Contractor told them).

8.3 The Contractor will protect Confidential Information against unauthorised disclosure by using the same degree of care as he/she takes to look after and keep safe his/her own confidential information of a similar nature, being at least a reasonable standard in line with industry standards.

8.4 At any time during this Agreement, the Contractor will quickly return to the Client on request, all Confidential Information and anything else the Client owns, such as paperwork and data and documents created by the Contractor on the Client's computer systems, or any other work created by the Contractor on behalf of the Client during the Term.

9. Intellectual Property

9.1 The Contractor acknowledges and agrees that all Intellectual Property Rights (as defined in the Schedule) including but not limited to:

- (a) copyright in the Software;
- (b) Know-How and confidential information relating to the business of the Client;
and
- (c) Know-How and confidential information arising from development of any works pursuant to the Services

belong to or are validly licensed by the Client and that the Contractor does not and shall not acquire any Intellectual Property Rights in the Software or works created pursuant to the Services ("**Works**") whatsoever.

9.2 To the fullest extent permitted by law, the Consultant hereby assigns to the Client by way of present and future assignment all Intellectual Property Rights in any and all Works and all materials and documents embodying or otherwise connected with these rights. At any time on request from the Client, the Contractor shall execute a confirmatory assignment of any relevant Intellectual Property Rights or any other document required to give effect to this clause 9.

9.3 The Contractor undertakes:

- (a) to notify to the Client in writing full details of the Works and to store any documents or materials relating to the Works in any repository as specified by the Client from time to time for the purposes of visibility;
- (b) to keep confidential details of all Works and the content of such Works;
- (c) not to use the Works or any version thereof which is not in the form of the original Works for any purpose other than the delivery of the Services;

- (d) whenever requested to do so by the Client and in any event on the termination of this Agreement, promptly to deliver to the Client (or at the Client's option to destroy) all documents and records on all media and all copies of them relating to any part of the Works and the process of their creation which are in their possession and/or control;
- (e) not to register nor attempt to register any of the Intellectual Property Rights in the Works, unless requested to do so by the Client;
- (f) not (and not permit any third party) to act in any way that would breach the Intellectual Property Rights in the Software including but not limited to acts to copy, adapt, reverse engineer, decompile, disassemble, modify, or otherwise adapt the Software; and
- (g) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works has passed, or will pass, to the Client.

9.4 The **Contractor** warrants to the Client that:

- (a) they have not and will not permit any third party to access and/or use any of the Works;
- (b) they have not and will not permit any third party to use in any manner any of the Intellectual Property Rights in the Works or in any Intellectual Property Rights belonging to or licensed to the Client and/or the business of the Client;
- (c) they are unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works.

9.5 The **Contractor** agrees to indemnify the Client and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Client, or for which the Client may become liable, with respect to any Intellectual Property Right infringement claim arising from the **Contractor's** unauthorised or unlawful use of a third party's Intellectual Property Rights in the creation of the Works. The Consultant shall maintain adequate liability insurance coverage against such event and shall supply a copy of the policy to the Client on request.

9.6 The **Contractor** waives any moral rights in the Works to which they are now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and 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 the Consultant's moral rights.

9.7 The **Contractor** acknowledges that, except as provided by law, no further fees or compensation other than those provided for in this agreement are due or may become due to the Consultant in respect of the performance of their obligations under this clause 9.

9.8. The Contractor undertakes, at the expense of the Client, at any time during the term of this Agreement to give all assistance and do all acts and things as may, in the opinion of the Client, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of the Client and to defend the Client against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works.

9.9 The Contractor irrevocably appoints the Client to be their attorney in their name and on their behalf to execute documents, use the Contractor's name and do all things which are necessary or desirable for the Client to obtain for itself or its nominee the full benefit of this clause.

10. Ending this Agreement

10.1 The Client may end this Agreement immediately, by sending the Contractor a written notice, without having to pay anything to the Contractor, if at any time:

10.1.1 the Contractor fails to comply with the Client's reasonable and lawful requests;

10.1.2 the Contractor is, in the Client's reasonable opinion, careless or ineffective in the performance of the Services;

10.1.3 the Contractor is unable to carry out the Services;

10.1.4 the Contractor is guilty of any fraud or dishonesty, or acts in any way which the Client believes damages its reputation, or which might seriously damage the Client's business.

10.2 Either the Client or the Contractor can end this Agreement straight away by sending the other a written notice, if the other party:

10.2.1 commits any serious or repeated breach of any of its obligations under this Agreement, and (where that the breach can be remedied) does not remedy it within 14 days of receiving a written notice from the other party that requires them to remedy the breach;

10.2.2 fails to pay any amount due under this Agreement on the due date for payment and does not pay the amount due within 30 days of receiving a notice from the other party requesting payment;

10.2.3 stops, or is unable to pay its debts when they arise, or is deemed to be unable to pay its debts under the legislation known as the Insolvency Act 1986;

10.2.4 negotiates with any creditors who it owes money to reschedule its debts to them, or enters into any arrangement or compromise with its creditors concerning its debts;

10.2.5 files a petition, gives notice, passes a resolution or an order is made for it to be wound up (except if that happens as part of it combining with another company whilst it is still solvent) or a person of significance (including the Contractor) is declared bankrupt;

10.2.6 has creditors, or someone else it owes money to becomes entitled to appoint an administrative receiver or takes possession of any of its assets, or any other legal action is taken against its assets;

10.2.7 a court application or order is made for the appointment of an administrator over them and its affairs; or

10.2.8 stops carrying on business, or threatens to do so.

10.3 The reasons listed in this clause 10 do not limit any of the legal rights of the party which is not at fault or in default and which sends a notice bringing this Agreement to an end to the defaulting party. If that party does not exercise its rights to end this Agreement straight away, this does not mean that it is giving up its right to end this Agreement in future for that reason or for another reason.

11. Responsibilities on Termination

11.1 On termination of this Agreement the Contractor must:

11.1.1 immediately return to the Client all of its property in his/her possession or to which he/she has access, and any materials that he/she has been working on as part of the Services (for example working papers, Intellectual Property Rights);

11.1.2 delete without undue delay all information about the Client's business that is stored electronically in the Contractor's possession or to which he/she has access, including all Confidential Information; and

11.1.3 sign and deliver a statement that he/she has done these things.

12. Status and Substitution

12.1 The relationship between the Client and the Contractor will be that of customer and independent contractor which means that the Contractor is not the Client's employee, worker, agent or partner, and:

12.1.1 the Contractor will give the impression that they are; and

12.1.2 will do anything the Client reasonably requests when asked to confirm that this is the actual relationship.

12.2 As this is not an employment contract the Contractor will be fully responsible for all his/her own tax including any national insurance contributions arising from carrying out the Services. If the Client has to pay any such tax or national insurance contributions, the Contractor will to the extent that it would be legal, pay back to the Client in full, any money that the Client has to pay, and he/she will also pay back the Client for any fine or other punishment imposed on the Client because the tax or national insurance contributions were not paid by the Contractor.

12.3 The Contractor must ensure that any person that it uses to provide the Services on its behalf is properly qualified and trained and has the necessary skills and experience to provide the Services to the reasonable satisfaction of the Client.

12.4 The Contractor may appoint a suitably qualified and skilled substitute to perform the Services on his/her behalf. The Client may refuse to accept any substitute only if, once any substitute is in role, it is not reasonably satisfied that the substitute has the necessary skills and qualifications to provide the Services to the Client's reasonable satisfaction. If a substitute is appointed, where this Agreement uses the word " Contractor ", it shall include the substitute.

12.5 If a substitute is appointed, the Contractor shall:

12.5.1 be responsible for any payment agreed between the substitute and the Contractor, and any additional costs during any handover period;

12.5.3 continue to be subject to all duties and obligations in this Agreement during the appointment of the substitute;

12.5.4 ensure that the substitute signs any documents that the Contractor is required to sign under this Agreement; and

12.5.5 ensure that the substitute receives any training that is necessary (at the Contractor expense).

12.6 The Contractor shall be entitled to appoint such administrative assistants and professional advisers as they deem appropriate and shall be responsible for their assistants' and advisers' compliance with the terms of this Agreement.

13. Liability

13.1 The Contractor shall be responsible for any loss, damage or injury to any party, which results from anything done by or not done by the Contractor, in breach of this Agreement. The Contractor shall pay that person or organisation, including the Client, in full, any money that the person, organisation or the Client has to pay, as well as any fine or other payment imposed on the person, organisation or the Client relating to such loss, damage or injury provided that the total amount that the Contractor has to pay is not

more than the total amount of cover that it has under its professional indemnity insurance, which is the amount set out in the Schedule.

13.2 The Contractor shall make sure that it has insurance to cover any claim against it (or any other person or organisation that it engages or employs) whether the claim is because of this Agreement or for some other reason. The insurance shall include Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance such as Professional Indemnity Insurance.

13.3 The Contractor shall be responsible for any problems arising as a result of the provision of the Services (including, for the avoidance of doubt, for any defects arising in the Software within three months after the final acceptance is signed off by the Client) and the Contractor shall put these problems right at his/her own cost within 7 working days where the Client notifies the Contractor in writing of the problem/defect.

13.4 Neither the Contractor nor the Client will be liable to the other for failure or delay in carrying out this Agreement, which is caused by an event beyond their reasonable control and that they could not have foreseen, or which was unavoidable. This includes industrial disputes, energy or transport failures, acts of God, pandemic, war, terrorism, civil unrest, explosions, mechanical breakdown or natural disasters.

13.5 Should the circumstances described in clause 13.4 endure for 30 days or more, then either party shall be entitled to terminate this Agreement upon service of notice to the other party.

14. Notices

14.1 If either party wants to give a notice to the other, it shall be in writing and signed. It should be delivered personally, or by sending it by pre-paid recorded delivery or registered post to the other party to the address at the beginning of this Agreement, or by email, to an email address nominated by each party or, if no email address has been nominated, the most recently used email address between the parties.

14.2 If the notice is given by post, it will be treated as having been received on the second business day after posting (this excludes weekends and public holidays). If the notice is delivered personally, it will be treated as having been received on the day it is received, unless this is not a business day, in which case it will be treated as having been received on the next business day. If notice is given by email, it will be treated as having been received 24 hours after it is sent, as long as it sent to the correct email address and no notice is received to indicate that the email has not been received by the other party.

15. General

15.1 These terms and Schedule(s) are the whole Agreement between the Client and the Contractor and replace any previous agreements between them in respect of the subject matter.

15.2 If either the Client or the Contractor wants to change this Agreement, the change must be in writing and must be signed by both of them.

15.3 This Agreement may be signed separately by the Client and the Contractor; in which case the separately signed copies will together be taken as the whole Agreement.

15.4 No one other than the Client and the Contractor has any rights under this Agreement.

15.5 The Contractor may not assign this Agreement or any of his/her rights under this Agreement without the Client's written consent. The Client may assign this Agreement or any of its rights under this Agreement to a third party provided it gives the Contractor written notice of this.

16. Disputes

16.1 This Agreement and any dispute or claim relating to or connected with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16.2 The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement or any breach of it.

16.3 If any such dispute cannot be settled amicably through negotiations between the Parties, or either or both is or are unwilling to engage in this process, either Party may propose to the other in writing that structured negotiations be entered into with the assistance of a fully accredited mediator before resorting to litigation.

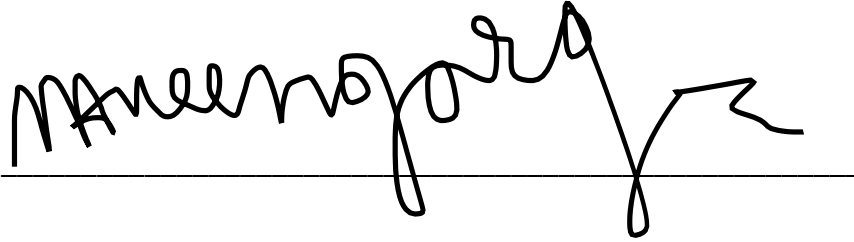
16.4 Any dispute shall not affect the Parties' ongoing obligations under this Agreement.

16.5 The Contractor and the Client agree that the courts of England and Wales or India are the only place where disputes or claims relating to or connected with this Agreement (including non-contractual disputes or claims) may be decided.

17. Signing

This Agreement is signed on the date inserted at the beginning of this document. Each of the Client and the Contractor agrees to the terms of this Agreement by signing below:

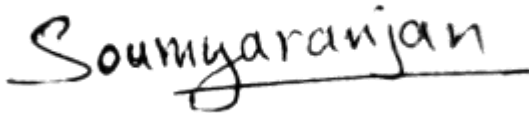
1. Signed by Naveen Garg:



A handwritten signature in black ink, appearing to read 'Naveen Garg', written over a horizontal line.

On behalf of Graun Limited

2. Signed by : Mr. Soumya Ranjan Sunani



A handwritten signature in black ink, appearing to read 'Soumya Ranjan Sunani', written over a horizontal line.

Schedule

This Schedule is part of the Agreement dated 14th day of Feb 2024 between the Client and the Contractor. This Schedule refers to some terms agreed in relation to the Services the Contractor will provide.

1. "The Services":

The Client's purpose is to develop software which client sells to its B2B customers.

The Contractor has agreed to assist the Client in the design and the development of Order Module/ API including front end and back end (referred to as "the Software" for the purposes of this Agreement) and will carry out the following:

1.1. API Development

- The API should adhere to the RESTful architecture style
- The API should be developed using standard API development practices, including code quality, maintainability, and performance optimization.
- The API should use appropriate authentication and authorization mechanisms to protect sensitive data and ensure secure access.
- The API should support response formats, such as JSON and should be accessible via http or https.
- The system will be implemented in a monolithic architecture while having pre microservices provision and should be slowly migrated to use Rabbit MQ/ Kafka.
- Development has to be done assuming the product will be migrated to microservices later on and it will use Kubernetes or Docker for containerization
- The database needs to be adequately structured, adhering to the principles of Normalization level III
- For the front-end development, it should support almost all the available browser and should be Desktop , Mobile , Tablet compatible.
- For error handling, a list of error codes will be shared before the development starts
- End to end exception should be handled with proper error messages
- Proper logs should be recorded and stored properly

1.2 Documentation

- The API should be accompanied by comprehensive and clear documentation that clearly outlines its usage and capabilities.

- The documentation should include detailed descriptions of API endpoints, request and response parameters, error handling, and usage examples.
- The documentation should be kept up-to-date with changes to the API.
- The documentation should be formatted using a standard format, such as OpenAPI documentation.

1.3 Integration with DMS

- The API should be integrated with Access Authorization API to gain access to the range of access authorization functionality for the DMS.
- The API should be integrated with Payment Gateway API to gain access to the range of payment services, subscription management for the restaurants within the DMS.
- The integration should be tested thoroughly to ensure it functions correctly.
- Proper log management has to be implemented.

1.4 Security

- The API should implement appropriate security measures to protect sensitive data and ensure secure access.
- This includes using a strong encryption and algorithms, input validation, and authentication and authorization mechanisms.
- The API should be scanned for vulnerabilities and patched promptly.
- Security best practices should be followed throughout the development and deployment process.
- API access must be adequately controlled with appropriate authentication and authorization mechanism.
- The system should have proper state management using access tokens to manage the API security.

1.5 Scalability

- The API should be designed for scalability to handle increasing traffic and demand.
- The system will use the cloud-based services to manage the load and expansion.
- Scalability should be a key consideration throughout the design and development process.

1.6 Maintainability

- The API should be designed for maintainability to ensure it is easy to modify, update, and debug.
- This includes using clear and consistent coding practices, well-documented code, and modular architecture.
- Tests should be written to cover all aspects of the API to ensure maintainability.

- Change management processes should be in place to ensure smooth and controlled changes to the API.

1.7 Technology Stack

- Programming Languages – Backend (Node.js), Front End (React.js), Mobile (React Native)
- API Framework: Express.js
- Database: PostgreSQL
- Communication Protocols: JSON, HTTP, HTTPS, RESTful API
- Operating System – Ubuntu
- Authentication and authorization (OAuth, JWT)
- Cloud Platform - AWS

The Contractor is to complete the Services as soon as possible but no later than 20 days from the Signing Date unless such delay has been agreed. Which case the Services needs to be completed within 35 days from the Signing Date.

Where the Contractor has delivered the Services to the Client as specified, but the Software is found to be defective in some way, the Consultant agrees to fix the Software so that it is fully functioning and defect free immediately before the final acceptance is signed off date unless the parties agree an alternative date.

The Contractor must obtain prior authorisation for any testing and deployment of the Software which needs to be carried out from the Client.

If the Contractor needs to involve a third party to carry out such testing and deployment, he/she must inform the Client (in advance), obtain written authorisation that he/she may do so and must do so in compliance with the Client's policies set out in this Agreement.

The Client's key contact is Mr. Harshan Fernando or other person delegated by him and notified to the Contractor.

2. "Term":

Until the Contractor completes delivery of the Services or unless terminated earlier in accordance with this Agreement.

3. "The Fees":

The Contractor will be paid the sum of 25,000 INR inclusive of all applicable taxes ("the Fee") payable in 4 split payments.

One of 25% upon the successful delivery of a bug-free product encompassing 25% of the agreed-upon scope within the specified timeline and meeting definition of done criteria.

Second of 25% of the total amount will be issued upon the successful delivery of a bug-free product encompassing of the agreed-upon scope within the specified timeline and meeting definition of done criteria

Third payment of 30% upon the delivery of the remaining 45% of the project and delivery of a bug-free product encompassing of the agreed-upon scope within the specified timeline and meeting definition of done criteria.

Fourth payment of 20% upon 100% delivery of the assigned project and expiry of free bug fixing period of 3 months after delivery of 100% of the assigned project.

Provided that always that the Contractor has satisfied the following:

- a) The Contractor has completed and delivered the Services to the Client to a high standard, which satisfies the Sale of Goods Act 1979, is free from defect, bugs, Trojan horses, time bombs, logic bombs, trap doors, cancelbots or any other computer code, files or programmes that may cause any harm; and
- b) The Client has received Contractor's services in a same proportions as per the payment splits and satisfying clause 3a) of this schedule; and Client's quality assurance team has tested the software/services delivered by the Contractor in each delivery iteration software has passed all the testing criteria.
- c) The Client will retain 20% of "The Fee" until free maintains period has expired and final acceptance has been signed off during which client may request consultant to provide services to make minor changes to the services delivered by the Contractor to the client to ease the final integration and testing without any extra cost to the Client.
- d) The Client will then pay retained twenty percent in three split payments after expiry of each month of agreed free bug fixing / maintains period ends.
- e) In the event that the Client terminates this Agreement earlier with notice in accordance with clause 2.2.2 of this Agreement, the Client will only pay the sum due to the Consultant payable within three day of receipt of the Invoice ("the Early Termination Fee"), provided always that the circumstances set out in clause 10 of this Agreement do not apply.

4. "Invoices":

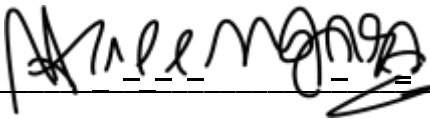
The Consultant should provide the Invoice to the Client once he/she has satisfied the conditions of payment becoming due set out in the Fees clause 3 of this schedule.

6. "Intellectual Property Rights" shall mean for the purposes of this Agreement:

Patents, rights to Inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property

rights, in each case whether registered or unregistered, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1. Signed by Naveen Garg:



On behalf of Graun Limited

2. Signed by Mr. Soumya Ranjan Sunani

