

## STATEMENT OF WORK

This Statement of Work (“SOW”), effective as of 26<sup>th</sup> May 2025, is by and between **Apexon India Private Limited** [Formerly Known as Infostretch Corporation (India) Private Limited] (“an Infostretch Corporation Affiliate – “Apexon”) having its registered office at Apexon House, Near Iskon Flyover, Off S.G. Highway, B/h Maruti 360 Degree, Bodakdev, Ahmedabad, Gujarat, India, 380054 and **Stephen Joseph Samuels**, subject to and hereby incorporated by reference into the Direct Contractor Services Agreement (“Agreement”) effective as on 26<sup>th</sup> May 2025 bearing internal ID ISCV\_52501843. This SOW is subject to the terms of the Agreement to which it is attached and defines the Services and Deliverables that Contractor shall provide to Apexon under the terms hereof.

The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other Statements of Work. In the event of any inconsistency, ambiguity, or conflict between the terms and conditions of the Agreement and this SOW, the Agreement shall govern.

In no event, will any terms, conditions, or provisions of any quotation, order acknowledgement, invoice, or other document sent by Contractor or its Affiliates to Apexon modify in any way the terms and conditions of the Agreement or this SOW unless duly executed by an authorized representative of each Party.

All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

### 1. Scope:

To engage Contractor in the selection, skilling, and deployment of resources for Apexon’s Client for one of its projects. These resources may be sourced from Apexon’s internal bench candidates or through proactive external hiring based on project needs who shall then be onboarded and upskilled as per project requirement.

### 2. Description of Services: In line with the above scope, Contractor shall render services as stated below:

#### a. Selection of resources:

- Screening and selecting suitable candidates from the internal bench.
- Screening and selecting suitable candidates from the external hiring pipeline.
- conducting interviews as part of the screening process.
- conducting training for each candidate who has cleared interviews and is selected for training.

#### b. Program Management:

Contractor will manage the end-to-end process, including:

- Designing and overseeing the upskilling and training program, ensuring that resources are adequately skilled for Apexon’s designated Client.
- Preparing candidates for client interviews, including conducting coderpad sessions.
- Ensuring client selection and onboarding processes are completed efficiently.

#### c. Training Resources

- Internal training resources, specifically Percipio, will be used for upskilling unless the required content is unavailable on Percipio.
- Any external content required for training must be approved by the L&D and delivery team of Apexon, with any associated commercial implications that shall be mutually discussed beforehand and confirmed by Apexon.

d. Other terms and conditions:

- All selected resources shall be fully trained and available for deployment on Apexon's designated Client's project, in accordance with the requirements specified by Apexon.
- All resources, successfully completing the interview process, will be assessed for training suitability prior to being enrolled in any training program.
- Contractor shall put in best efforts to ensure that all the required resources are successfully deployed with Apexon's client.

**3. Term: (1) One year**

**Start date:** 26-May-2025

**End date:** 25-May-2026

**4. Payment Terms:**

Contractor shall be paid Service Fee as stated below:

- a. The Contractor shall be paid a fixed monthly fee of INR 2,00,000/- (Rupees Two Lakhs only), subject to deduction of applicable taxes at source (TDS). This fixed fee shall be inclusive of all expenses related to food, travel, and accommodation, unless expressly approved in writing by Apexon for any exceptional travel requirements.
- b. In addition to the fixed monthly fee, the Contractor shall be eligible for a performance-based compensation of INR 50,000/- (Rupees Fifty Thousand only) per month, subject to applicable TDS deductions. This performance-based compensation shall be evaluated on a monthly basis and disbursed on a quarterly basis, contingent upon the Contractor meeting the monthly performance criteria as set forth in this SOW. The variable compensation shall be determined as follows:
  - If the Contractor achieves 80% or more client selections: 100% of the variable compensation shall be payable.
  - If the Contractor achieves between 70% and 80% client selections: 50% of the variable compensation shall be payable.
  - If the Contractor achieves less than 70% client selections: no variable compensation shall be payable.
- c. The aforesaid performance-based compensation of INR 50,000 and the associated payout model shall be subject to review and potential revision after the initial ninety (90) days from the commencement of this SOW, based on the Contractor's actual performance results during this period. Any adjustments, if applicable, shall be mutually agreed upon in writing by both parties.
- d. In the event the Contractor records an underperformance (i.e., less than 70% client selections) in any three (3) cumulative months during the term of this SOW, there shall be no carryover or retroactive adjustment of variable compensation for the missed period, regardless of any future performance improvements.
- e. The Contractor shall raise separate invoices for the fixed monthly fee and for the performance-based compensation. Performance-based invoices shall be raised only after confirmation from Apexon of the Contractor's eligibility for the variable pay for the relevant period.

- 5. Termination:** The parties herein agree to a lock-in period of three (3) months commencing from the start date of this SOW. Upon the expiration of the lock-in period, Apexon may terminate this SOW as per the provisions specified under Agreement.

**Accepted:**  
**Apexon India Private Limited**

*Vinu Venkatesh*

By:  
Name: Vinu Venkatesh  
Title: Global CFO  
Date: 05/29/2025

**Stephen Joseph Samuels**

*S. Samuels*

By:  
Name: Stephen Joseph Samuels  
Title: Consultant  
Date:











# SOW\_(ISCV\_52504629)\_Stephen Joseph Samuels\_DCSA\_05262025

Final Audit Report

2025-05-29

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-  Document e-signed by S. Samuels (stevesam2719@gmail.com)  
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-  Signer vinu@apexon.com entered name at signing as Vinu Venkatesh  
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