

## eveCONSULTANCY SERVICES AGREEMENT

This **Consultancy Services Agreement** (the “Agreement”), is made on {effectivedate} by and between:

{partyName1} (“Company”) ({n1legalregnum}), a company organized under the laws of {incorporationcountry} with office address at {partyAddress1} and {partyName2} (“Consultant”) ({n2legalregnum}), a company organized under the laws of the {incorporationcountry} with office address at {partyAddress2}

Collectively known as the Parties to this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. **Term:** The term of this Agreement shall commence on {contractstartdate} and shall continue for a period of {contractduration} or unless terminated pursuant to the terms hereof, whichever earlier.
2. **Scope of Work:** The Consultant shall provide to the Company the services as described below (“Services”):
  - {-w:p services}{servicedescription} {/services}

### 3. Compensation:

As compensation for the Services, the Company shall pay the Consultant a fixed amount of INR {paymentamount} {paymentrateunit} . At the end of every month, a Company representative shall review the Services provided for that month. The Consultant shall invoice the Company on a monthly basis. The Company shall pay all undisputed invoices within a period of {paymenttimeline} from the date of receipt of invoice from Consultant. In the event the Consultant requires an advance on the compensation, the Consultant may raise an invoice for the same. The Company may, at its sole discretion, pay such advance subject to deduction of applicable taxes. Any advance paid shall be adjusted against the subsequent invoices raised by the Consultant. The Consultant will be reimbursed for all out-of-pocket expenses and expenses relating to travel in connection with the Services that are pre-approved by Company

4. **Independent Contractor:** This Agreement shall not render the Consultant an employee, partner, agent of, or joint venturer with the Company for any purpose. The Consultant is and will remain an independent consultant in his/her relationship to the Company. The Consultant shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or any other employee benefits of any kind.
5. **Company Policies:** By entering into this Agreement, the Consultant hereby agrees to comply fully with all Company policies and procedures including, without limitation, regulatory and compliance

procedures as well as policies and procedures for consultants performing services in India, which shall ordinarily apply to Consultant.

## **6. Termination:**

- A. Termination for Cause: - At any time during the Term of this Agreement, the Company shall be entitled to terminate this Agreement effective immediately for Cause. 'Cause' shall mean if the Consultant:
- B. Termination by Notice: - The Consultant and the Company shall be entitled to terminate this Agreement by giving not less than 1 months' notice in writing in that behalf to the other without the necessity of showing any cause.

## **7. Non-compete and Non-Solicitation:**

- A. Definitions. Whenever used in this Section 7, the following terms shall have the meanings respectively assigned to them in this Section.
  - i. "Affiliate" including its variant forms, shall mean, with respect to a Person, any other Person in which the Person owns or controls an equity interest equal to one percent (1%) or more of the outstanding equity interests of such Person, or any Person with whom or with which the Person has an Association.
  - ii. "Association" shall mean the relationship of a Person to another Person, whether as an officer, director, manager, full- or part-time employee, consultant, independent contractor, commissioned sale representative, broker, or agent.
  - iii. "Competing Business" shall mean a Person (other than the Company) that provides Services.
  - iv. "Customer" shall mean any Person to whom or to which the Company has provided any Services or made a proposal to provide Services within the past twelve (12) months.
  - v. "Non-Compete Period" shall mean the period commencing with Effective Date of this Agreement and ending {noncompeteduration} from the date of termination of this Agreement.
  - vi. "Person" shall mean any individual, corporation, partnership, limited liability company, trust, estate or other entity.
  - vii. "Services" shall mean customer support helpdesk software or applications.
- B. Covenants Regarding Competitive Protection. By entering into this Agreement, The Consultant hereby covenants and agrees to each and all of the following:
  - i. Solicitation of Customers. During the Non-Compete Period of {noncompeteduration}, the Consultant covenants and agrees not to solicit, either directly or through an Affiliate, any Person that is a Customer for purposes of offering such Person Services provided by a Competing Business.
  - ii. Solicitation of Employees During the Non-Compete Period of {noncompeteduration}, the Consultant hereby covenants and agrees not to (a) employ, either directly or through an Affiliate, any current employee of the Company or any individual who was an employee

of the Company during {nonsolicitationduration}, and (b) solicit, or contact in any manner that could reasonably be construed as a solicitation, either directly or through an Affiliate, any employee of the Company for purposes of encouraging such employee to leave or terminate his or her employment with the Company.

- iii. Solicitation of Vendors. During the Non-Compete Period of {noncompeteduration}, the Consultant hereby covenants and agrees not to solicit, either directly or through an Affiliate, any current vendor, supplier, or independent contractor of the Company for purposes of encouraging such vendor, supplier, or independent contractor to cease or diminish providing products or services to the Company, or to adversely change the terms under which such current vendor, supplier, or independent contractor provides such products or services.
- iv. Non-Competition. During the Non-Compete Period of {noncompeteduration}, the Consultant hereby covenants and agrees not to engage in or receive any financial benefit from any Competing Business, whether as an employer, proprietor, partner, shareholder, investor, director, officer, employee, consultant, agent or otherwise (other than as the owner of less than 1% of an entity the stock of which is publicly traded).

C. Reasonableness of Covenants. You hereby agree that the covenants and restrictions in this Section 7 are reasonable in their terms and do not impose any undue hardship on your current or future business prospects. You further agree that if the laws of the state applicable to the provisions set forth in this Section 7 should change, or if any court of competent jurisdiction should hold any term or provision of this Section 7 invalid or unenforceable, then there shall be substituted in the place of such changed, invalid, or unenforceable term or provision a new term or provision that most nearly fulfills or promotes the purpose and intention of this Section 7 and is consistent with such law or judicial jurisdiction.

#### **8. Confidential Information and Invention Assignment Agreement:**

- A. By entering into this Agreement, the {confidentialityparty} hereby agrees to execute and abide by the Confidential Information and Invention Assignment Agreement attached hereto as Schedule I during the Term of this Agreement and thereafter and the provisions thereof shall be deemed to form a part of this Agreement.
- B. By entering into this Agreement, the {confidentialityparty} hereby agrees (i) to handle all of the Company's property including all correspondences, memorandum books, technical books, license, price lists, note books, formulae, designs drawings and other documents, samples or any other goods belonging to the Company that come into the {confidentialityparty}'s possession during the Term of this Agreement with care and diligence, (ii) the same shall be the absolute property of the Company and (iii) the {confidentialityparty} will at any time during the Term of this Agreement or upon the termination thereof for any reason whatsoever, deliver back to the Company without any lien whatsoever thereof.

9. **Tax Matters:** All forms of compensation referred to in this Agreement are subject to reduction to reflect applicable withholding taxes and other deductions required by law.

**10. Indemnity and Liability:** Neither party to this Agreement shall be liable for any indirect, special, exemplary, punitive or consequential damages under any theory of law even if advised of the possibility of such damages. Notwithstanding the foregoing, the Consultant agrees to indemnify, defend and hold Company harmless from and against any claims, demands, costs or damages in connection with claims arising as a result of a claim that Company's use of Services provided by Consultant infringes upon a third party's intellectual property rights or is violative of any applicable law.

**11. No Assignment:** This Agreement and all of Consultant's rights and obligations hereunder are personal to the Consultant and may not be transferred or assigned by the Consultant at any time. The Company may assign its rights under this Agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such entity.

**12. Effect on Prior Agreements:** This Agreement and the Confidential Information and Inventions Assignment Agreement attached hereto as Schedule I shall supersede (a) any prior confidential information and inventions assignment agreements and (b) any inconsistent language or provisions in any prior employment or consultant agreement, in each case, that the Consultant may have signed with the Company or its parent company, Freshworks Inc.

**13. Interpretation, Amendment and Enforcement:** This Agreement together with the Confidential Information & Inventions Assignment Agreement constitutes the complete agreement between the Consultant and the Company, and supersedes any prior agreements, representations or understandings (whether written, oral or implied) between the Consultant and the Company. This Agreement may not be amended or modified, except by an express written agreement signed by both the Consultant and a duly authorized officer of the Company. The terms of this Agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this Agreement or arising out of, related to, or in any way connected with, this Agreement, your association with the Company or any other relationship between you and the Company (the "Disputes") will be governed by Indian law, excluding laws relating to conflicts or choice of law. The Consultant and the Company submit to the exclusive personal jurisdiction of the courts located in Chennai, India in connection with any Dispute or any claim related to any Dispute.

**14. General Provisions:**

(i) Severability- If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(ii) Successors and Assigns- This Agreement will be binding upon the Parties' heirs, executors, assigns, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. There are no intended third party beneficiaries to this Agreement except as expressly stated.

(iii) Waiver- Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

(iv) Survivorship- Unless otherwise specifically provided for in this Agreement, the rights and obligations of the Parties under this Agreement, including without limitation under Schedule I (Confidential Information & Inventions Assignment Agreement) hereto, that are by their nature intended to survive will survive any termination of this Agreement.

This Agreement is executed in two identical copies, one for each party to implement its terms.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement

{party1signatoryname}: .....

{party1signatorydesignation}:.....

{party1witness}:.....

{party1signature}:.....

{party2signatoryname}: .....

{party2signatorydesignation}:.....

{party2witness}:.....

{party2signature}:.....