



CONTRACT FOR SERVICES

Between

Company: TECHWAUKEE Private Ltd, Chennai, Tamil Nadu, India.

Contractor: SATHYA SUBRAMANI (PAN No –DXTPS7265E)

Personnel: All IT and project management personnel resourced at the request of Techwaukee Pvt Ltd, and subsequently “placed” into the Client USA or outside India through Offshore work.

SCHEDULE

Client:	Confidential
Location:	Remote or Techwaukee Chennai Office
Contact:	Tamilarasi S (Account Manager)
Start Date:	06-Jul-2021 till 06-Jul-2022 (Tentatively it may change if Client extends or ends the project with prior notice)
Assignment Period:	12 Months
Std Week:	Part-time, Monday to Friday, Actual working hours basis
Deliverables:	The provision of interim IT and project management personnel

Remuneration: Contractor will supply Personnel on Daily rates, which will be INR 6,000/- per day worked by Personnel, subject to deduction of TDS at prevailing rate.

Note: 1 day is equal to 8 hours and if you work for 0.5 day then you have to fill 4 hours in your time sheet. [For example, if you work 5 days * in a month = 6000 * 5 = 30,000 INR] with TDS deduction.



General Terms & Conditions

1. Entire Agreement

These terms and conditions constitute the entire agreement between the Company and the Contractor for the provision of the Services. Period of Assignment the date of commencement of the assignment and the duration of the same are set out in the schedule hereto. The duration of the initial assignment period may be extended by agreement in writing between the parties, and these Terms and Conditions shall, unless excluded in writing, be deemed to apply to such extended period.

2. Contractor Obligations

The Contractor will (and will procure that the Personnel will):

- 2.1.** Devote such time, attention, skill and ability as is necessary to attain a high standard of performance of the Services in accordance with the requirements of the Company, and deliver the objectives outlined in this agreement and any specific documents relating to service provision from time to time, at the Location or at such other location as the Company may reasonably require;
- 2.2.** Comply with the requirements of the Company to enter into any confidentiality undertaking required by the Client and to abide by the Client's rules, administration and expenses claims procedure in so far as they are not inconsistent with these terms;
- 2.3.** Keep confidential both during and after this Agreement any information of a proprietary or confidential nature or any information obtained relating to the business affairs of the Client and or the Company or related to or arising from the performance of the Services and to give any further confidentiality undertakings that the Client may require;
- 2.4.** Deliver upon request all materials relating to the business affairs of the Client and the Company obtained while performing the Services; and
- 2.5.** Upon being requested by the Company, to assign to the Company or the Client or such other person as the Company shall nominate, absolutely all intellectual property or other rights created during the performance of the Services (the "Rights") and to execute all documents and perform such acts as are required to protect and assign the Rights to enable the Company to assign such Rights to the Client or the Client's customer as may be required.
- 2.6.** Take out at its own cost and maintain in force for as long as it has obligations under the agreement suitable insurance (including, without limitation, negligence, errors and omissions, employers and public liability) providing coverage in respect of losses arising in this agreement. The insurance policies shall be taken out with insurance companies of good standing and, if requested by the company, the contractor shall provide a copy of its insurance policies to the Company.

3. Contractor Warranties and Undertakings

The Contractor warrants and undertakes to the Company that:

- 3.1.** It is not insolvent (nor has it applied for, or had made against it, an administration order or made any arrangement with its creditors);
- 3.2.** The Personnel have the right to legally work in the country that they are contracted to work and in particular to carry out the Services and that the Contractor shall inform the Company



promptly should the situation change. In order to comply with EAA regulations the Contractor will provide the Company with evidence of the Personnel's identity in the form of a) a copy of their passport or
b) evidence of a permanent National Insurance number plus one of the following documents: a full Birth Certificate, a certificate of registration or nationalization

- 3.3. All oral or written representations made by the Contractor as to the Personnel's skill, experience, personality, health and eligibility to work are true;
- 3.4. The Contractor is not prevented by any other contract or arrangement or any statute from fulfilling its obligations under this Agreement;
- 3.5. The Rights referred to in clause 2.5 above will not infringe any third parties' rights;
- 3.6. The Contractor is properly incorporated as a limited liability company and will remain so during this Agreement and will provide the Company with a certified copy of its Certificate of Incorporation and a Service Tax registration certificate (if applicable). The Contractor shall comply with its obligations as specified in this Agreement and in particular the Contractor agrees that it shall immediately notify the accounts department of the Company in writing if it de-registers for ST or changes its ST number or if the ST number on the Contractor's invoice is incorrect and shall fully co-operate with any disclosure requested or any investigation carried out by the relevant tax authorities. The Contractor agrees to indemnify the Company for any financial loss or liability incurred by the Company arising from the Contractor's failure to comply with such obligations;
- 3.7. The Contractor is responsible for all PAY, income tax, corporation tax, national insurance contributions or other payroll and social security costs arising from or in relation to the provision of the Services by the Contractor or the Personnel and will make complete and proper disclosure to the relevant authorities and will indemnify the Company from any assessment made by any tax authority in respect of the Personnel hereunder.
- 3.8. The Personnel are its employees and the Contractor is responsible for the Personnel's holiday, sickness, disability, pension and maternity (if applicable) arrangements and any other employer statutory obligations.
- 3.9. The Contractor may with prior written agreement from the Company substitute the Personnel with someone of similar skills that is acceptable.

4. Independent Undertaking

The Contractor acknowledges that it is an independent undertaking and that this Agreement does not create the relationship of employer/employee between the Company and the Contractor or any of its Personnel or gives authority to the Contractor or any of its Personnel to act on behalf of the Company. The Contractor agrees that it shall indemnify the Company in respect of any costs, expenses, damages, compensation or any financial loss or other liability incurred by the Company howsoever incurred (including any liability of the Company arising under an indemnity or contractual undertaking given to the Client or any associate or connected company of the Client) arising from any of the Personnel asserting that they are an employee of the Company or of the Client (or of any associate or connected company of the Client).

5. Fees and Expenses

The Fee paid to the Contractor excludes any Service TAX, unless the Contractor is registered with Service Tax and ST element clearly mentioned in any invoice. The Contractor will not be entitled to costs, expenses or fees for additional work unless firstly authorized by the Company and the Client in writing and are reasonably incurred and are in accordance with any rules specified by the Client or the Company from time to time.

**6. Work Records**

Contractor shall send to the Company's Contracts administrator on weekly basis record of the work carried out for the Client (signed by the Client) and where applicable, a record of any additional costs or disbursements authorized by the Client and the Company. The Company reserves the right not to make payment in respect of any work if it does not receive the appropriate authorized work record relating to that work within 13 weeks of the expiry of the work period (to which that work record relates). The record of the Contractor's work will be in the form supplied by the Company, signed by the Contractor and countersigned by the Client. All such records should be sent to timesheets@techwaukee.com on a weekly basis.

7. Contractor Invoices and Payment Procedure

A valid invoice for work carried out should be submitted by the Contractor every month. The Company will make payments by bank transfer upon receipt of a valid invoice, within 30 days of receipt of sign-off from for the services undertaken, and approval to pay the Company has been made by the Client. For a transfer to be made into the Contractor's nominated account on the due date (normal banking procedures permitting):

- 7.1. The nominated account must be in the name of the Contractor;
- 7.2. A record of the work carried out for the Client complying with clause 6 above must have been received by the Company
- 7.3. The Company's accounts department must be provided with a certificate of incorporation and ST registration certificate (if applicable) before payments can be made.
- 7.4. A valid invoice should be submitted to the company for all expenses agreed with the Client. The Client must authorize all such expenses. The Company will make payments by bank transfer within 14 days of receipt of funds from the Client.
- 7.5. In the event that the Contractor does not meet its obligations to pay the Personnel to the terms agreed with such Personnel, the Company reserves the right to transact directly with the Personnel, and will have no further liability to the Contractor for payments relating to such Personnel.

8. Holidays and Sickness

The Contractor will only be paid for time worked by the Personnel and will not be paid for sickness or holidays or any other absence. Any absence of any of the Personnel must be agreed and approved in advance in writing by the Client and the Company and that any days of absence occurring in any period must be identified and recorded in the record of work submitted by the Contractor for that period.

9. Termination of the Agreement

The Company may end this Agreement at any time without any liability for compensation in accordance with any of the following provisions:

- 9.1. With immediate effect in the event that the Client withdraws the contract offer prior to the commencement date or within the first 7 days of the start date of the assignment and at any time thereafter on giving not less than 30 days notice to the Contractor.
- 9.2. With immediate effect on giving notice in the event that the Contractor (as applicable):
 - 9.2.1. Ceases to trade or becomes insolvent, (or applies for, or has made against it, an administration order or makes any voluntary arrangement with its creditors) or ceases to be duly incorporated; or
 - 9.2.2. Breaches any of the terms of this Agreement; or
 - 9.2.3. Is unable to, or the Company is unable to, perform its obligations under this Agreement by reason of force majeure or any cause not within the respective control of the Contractor, or of the Company.



- 9.3.** With immediate effect on giving notice in the event that any of the Personnel (as applicable):
- 9.3.1.** Fail to meet the requirements of the Client's security vetting procedures (as may be determined by the Client in its absolute discretion and whether prior to or after the commencement of the Services); or
 - 9.3.2.** Are convicted of any criminal offence or are guilty of dishonesty or misconduct; or
 - 9.3.3.** Become unable to lawfully work in the country in which they are contracted to work;
 - 9.3.4.** Are absent from work without the written consent of the Client and the Company.
- 9.4.** With immediate effect on giving notice if the Client terminates its requirements for the Contractor with the Company due to what the Client in its absolute opinion considers to be the technical incompetence, unprofessional performance, unsuitability or misconduct of the Contractor or any of its Personnel.
- 9.5.** With immediate effect on giving notice if the Client ceases to trade, or fails to make payment of any of the Company's invoices (including in particular any invoice in relation to the provision of the Services) as and when they become due or becomes insolvent (or applies for or has made against it an administration order or makes any voluntary arrangement with its creditors).
- 10. Termination of Client Requirements**
If the Client's customer terminates its requirements for the Client's services in respect of which the Contractor was providing Services or if for any other reason the requirement for the Services from the Client is terminated, then on the same notice the Company can terminate this Agreement with the Contractor.
- 11. Non-solicitation of Client**
Throughout the Assignment Period and for a period of 6 months afterwards the Contractor, or any associated or related companies, will not and will procure that the Personnel, including any associated or related personnel, will not provide services similar to the Services or any related professional services in any capacity either directly or indirectly to the Client or the Client's Client (or to any of the Client's subsidiary or associate companies in respect of which it provided Services during the Assignment Period), other than with the written consent of the Company. The Contractor shall also not discourage the Client from dealing with the Company. The Contractor hereby indemnifies the Company for all financial loss it suffers arising from any breach by the Contractor of this clause 11.
- 12. Right of Reimbursement**
If the Company incurs or suffers any costs, expenses, damages or any financial loss or other liability, loss or damage because the Contractor breaches any term or condition of this Agreement then the Contractor shall reimburse the Company accordingly. In particular, this shall include any claim for breach of contract arising from the Contractor not commencing the Assignment or terminating the Agreement prematurely prior to the expiry of the Assignment Period and in such circumstances the Company shall be entitled to charge an administrative fee of Rs. 25,000 (Rupees Twenty-five thousand only) to recover administrative costs incurred from such breach. This administrative fee shall be without prejudice to any claim for damages which the Company can also claim against the Contractor arising from this breach. If the Company so chooses, it can set-off the amount to be reimbursed by the Contractor, in whole or in part, against payments due to the Contractor under this Agreement. In addition, the Contractor hereby agrees to indemnify the Company in respect of, any costs, expenses, damages, compensation or any financial loss or other liability suffered or incurred by the Company arising out of or in connection with any breach by the Contractor and or the Personnel of the terms of this Agreement or as a consequence of any act or omission of the Contractor and or the Personnel arising out of or in connection with the supply of the Contractor or of any of its Personnel under the terms of this Agreement. Further the Personnel hereby indemnifies the Company in respect of any sum due from the Contractor to the Company arising under the terms of this Agreement howsoever arising whether under contract or indemnity or otherwise (including any sums owed by the Contractor to the



Company arising under the provisions of this clause 12). This fee is applied only if the consultant breaches the contract or if the consultant terminates the contract after signing the contract without the required 14 days notice period

13. Conflict of Interest

Throughout the Assignment Period the Contractor will not and will procure that the Personnel will not accept any consultancy, employment or other position that would or may in the reasonable opinion of the Company create a conflict of interest with the Contractor's and Personnel's obligations under this Agreement.

14. Variation of Agreement

No variation of this Agreement is valid or shall be binding on the Company unless confirmed in writing and signed by all the parties to this Agreement.

15. Code of Ethical Practice

Throughout the Assignment Period the Contractor will not and will procure that the Personnel will not accept any gifts, inducements (financial or otherwise), or other hospitality without full disclosure and approval of the Company. The Contractor and the Personnel shall also ensure that they adhere to the Clients procedures and rules relating to ethical practice, and will be held fully responsible for ensuring that they understand and abide by any published code of practice within the Client. Failure to comply with this clause will result in immediate termination of the contract and the full effect of any other legal recourse available to the Client or the Company.

16. Privacy of Contract

No term of this Agreement is intended to be enforceable by anyone other than the parties to this Agreement and the parties hereby expressly exclude any operation of the Contracts (Rights of Third Parties) Act 1999.

17. Intellectual Property Rights

The Contractor and the Personnel hereby grant an irrevocable and non-exclusive licence to the Company and to the Client to use any pre-existing intellectual property rights belonging to the Contractor and/or the Personnel which are to be utilised or which become subsumed in any programme, system or other works in relation to the Services being carried out for the benefit of the Client.

18. Data Protection

The Contractor and Personnel hereby consent to the personal data of the Personnel (including if necessary any sensitive personal data) being processed or used by the Company (and its clients) and its parent group of companies and their clients for the purposes of assessing the suitability, qualifications and skills of the Personnel not only for current work assignments but also for work assignments which may be of interest to the Contractor and the Personnel in the future. The Contractor and Personnel also consent to the Company using the information to keep the Contractor and the Personnel informed by e-mail, telephone and/or mail about future work opportunities.

19. Post-Termination Rights and Remedies

The parties to this Agreement agree that the provisions of this Agreement which are intended to have effect after the termination of this Agreement shall continue in full force and effect and which provisions shall include in particular clauses 2.2, 2.3, 2.4, 2.5, 4, 11, 12, 15 and 17 of this Agreement. The Contractor and the Personnel further agree that damages may not be an adequate remedy in respect of any breach of clause 11 and that the Company may injunct the Contractor and or the Personnel from breaching that provision where a breach is threatened or has occurred

20. Severance

In the event that any clause or any part of any clause in this Agreement should be considered to be unenforceable, unlawful or void, then that clause or that part of the clause shall be severed from the



Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

21. Agency Regulations

The Contractor and the Personnel agree to opt out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 ("the Agency Regulations") and hereby give notice to the

Company to this effect pursuant to Regulation 32 of the Agency Regulations.

22. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the Laws of India and the parties hereby submit to the exclusive jurisdiction of the Courts of Chennai.

Note

The Contract shall be signed and returned to The Company within 3 days of the commencement of the service.

Payment cannot commence until we are in receipt of this contract.

Signed on behalf of TECHWAUKEE Pvt Ltd

Tamilarasi S (Account Manager)

Date: 14-July-2021

Signed by Contractor

SATHYA SUBRAMANI (SAP BI/BW Consultant)

Date: