

AGREEMENT FOR CONSULTING SERVICES

This AGREEMENT FOR CONSULTING SERVICES ("Agreement")
IS MADE ON dated **28/01/2022** BY AND BETWEEN?

CHETU (INDIA) PVT. LTD., A-186/187, SECTOR-63, NOIDA-201301,
UTTAR PRADESH ("Company")

AND me,

Abhishek Shukla (Mudita Shukla) with PAN
Number (FRFPS0059N), also referred to as
"Consultant".

1. SERVICES. I agree to provide services ("Services") to the Company as per the terms and conditions of this Agreement. I agree that I will devote appropriate time and attention as and when requested by Company. I acknowledge that I have a duty of loyalty to Company.

2. COMPENSATION. For my Services, Company agrees to pay Consultant, the sum of Rs. 1000/- per hour for hours actually worked. The Company shall not be obligated to provide a minimum number of hours of work nor shall Consultant be entitled to receive any compensation for hours not actually worked. The Company shall process such payments to Consultant on 15th day of every month for every previous month till last working day for all undisputed invoices claimed by Consultant under this Agreement but in no case shall Consultant be paid claim of any undisputed invoices later than thirty (30) days. The Company shall be entitled to deduct, from the compensation:

- a. An amount subject to reduction to reflect applicable taxes and other deductions required by law.
- b. An amount for loss or damage to the Company that the Consultant has caused.

3. ABIDANCE BY POLICIES AND PROCEDURES. I agree to abide by Company's policies, procedures, terms and instructions at all times. Such policies, procedures, terms and instructions shall be provided to me from time to time, whether orally or in writing. I also understand that Company may change such policies, procedures, terms and instructions at any time in its sole discretion. I agree that at any time while performing Services and after, upon the request of the Company, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, documents and instruments as may be required to effect any of the transactions contemplated by this Agreement.

4. QUALITY EXPECTATIONS: - I will be responsible for quality and on-time delivery of my Services. Company will work closely with me to determine and establish time and quality milestones and deliverables. Should I fail to provide high quality and timely Services, Company reserves the right to withhold payment and/or terminate the Services.

5. COMPANY'S CONFIDENTIALITY. I recognize and acknowledge that I will have access to Confidential Information (as defined below) and that such Confidential Information constitutes special, unique and valuable property of the Company. I acknowledge that the Confidential Information is and shall remain the exclusive property of the Company. I agree that I will not at any time without the prior written consent of the Company (whether during the term of my Services or at any time thereafter) utilize such Confidential Information for my own benefit,

Abhishek Shukla

Consultant Initials _____

Company Initials: _____

for the benefit of any third party or to the detriment of the Company, or disclose such Confidential Information to anyone outside the Company other than as shall be necessary in connection with the performance of my obligations hereunder. I agree that the foregoing restrictions shall apply whether or not such information is marked "Confidential". For purposes of this Agreement, the term "Confidential Information" shall mean any confidential, proprietary or non-public information, whether written or oral, tangible or intangible, of or concerning the Company, its parents, subsidiaries and affiliates and parties with whom the Company its parents, subsidiaries and affiliates do business, and shall include, without limitation, customer(s) identity, customers' personnel(s) identity, customer lists, potential customer lists, scientific, trade and engineering secrets, "know-how", formulas, secret processes, drawings, specifications, engineering, hardware configuration information, works of authorship, machines, inventions, concepts, computer programs (including documentation of such programs), images, text, source code, object code, html code, scripts, flow charts, routines, compilers, assemblers, designs and all modifications, enhancements and options thereto, services, materials, patent applications, new product and other plans, technical information, technical improvements, manufacturing techniques, specifications, manufacturing and test data, progress reports and research projects, business plans, prospects, financial information, information about costs, profits, markets, sales, customers and suppliers, procurement and promotional information, credit and financial data concerning customers or suppliers, information relating to the management, operation and planning of the Company, its parents, subsidiaries and affiliates and plans for future development and other information of a similar nature to the extent not available to the public. The Company acknowledges that for purposes of this Agreement, the term "Confidential Information" shall not include information which (a) was demonstrably known to me prior to the date of this Agreement with the Company, (b) is learned by me from a third party who is not under an obligation of confidence to the Company, its affiliates or parties with whom the Company does business or, (c) becomes generally available to the public other than by breach of this provision. In the event that I become legally required (whether by deposition, interrogatories, requests for information or documents, subpoenas, civil investigative demands and similar processes) to disclose any Confidential Information, I will provide the Company with prompt notice thereof so that the Company and/or its affiliates may seek a protective order or other appropriate remedy and I will cooperate with and assist the Company and/or its affiliates at the expense of the Company in securing such protective order or other remedy. In the event that such protective order is not obtained, or that the Company waives compliance with the provisions of this Section to permit a particular disclosure, I shall furnish only that portion of the Confidential Information which I am advised by counsel in writing is legally required to be disclosed and shall exercise my reasonable best efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. I further agree that all memoranda, disks, files, notes, records or other documents which contain Confidential Information, whether in electronic form or hard copy, and whether created by me or others, which come into my possession, shall be and remain the exclusive property of the Company to be used by me only in the performance of my obligations hereunder.

Abhishek Shukla

Consultant Initials _____

Company Initials: _____

6. NON-DISPARAGEMENT. While providing Services and for a period of 2 years after termination, I agree not to make any statement, written or verbal, or cause or encourage others to make any statement, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of Company, its employees, directors or officers. I acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone including but not limited to, the news media, internet postings, blogs, review sites (e.g. glassdoor.com, quora.com etc.), investors, potential investors, any board of directors or advisory board or directors, industry analysts, competitors, strategic partners, vendors, employees (past or present) and clients (past, present or potential).

I understand and agree that this Paragraph is a material provision of this Agreement and that any breach of this Paragraph shall be a material breach of this Agreement, and that Company would be irreparably harmed by violation of this provision.

7. NON-COMPETE AND NON-SOLICIT. I acknowledge that other than for the sole purpose of benefiting the Company, I shall not, directly or indirectly or through another party: contact, work for, solicit or hire any of Company's clients, Company's clients' personnel, vendors, partners, Company's personnel (temporary or permanent) or potential clients introduced during the course of my Services. This clause shall be applicable:

a. during the Services, except as expressly authorized by and for the benefit of Company or

b. for five (5) years after the Services terminate.

8. RETURN OF PROPERTY. Upon the termination of my Services or at any other time upon the request of the Company, I (or my heirs or personal representatives) (a) shall deliver to the Company all Company property and documents, including without limitation, equipment, hardware, phones, computers, credit cards, memoranda, disks, files, notes, records or other documents which contain or are based upon Confidential Information and shall not retain any copies thereof in any format or storage medium (including computer disk or memory), (b) shall purge from any computer system in my possession other than those owned or provided by the Company, all computer files which contain or are based upon any Confidential Information and confirm such purging in writing to the Company, and (c) shall not login, use or access, including, but not limited to, remotely, in the cloud, and/or over the internet, any of the Company's systems, servers, programs and/or platforms, or any third-parties' systems, servers, programs or platforms, using any credentials (i.e. login and/or password) which were provided for or to me by the Company or which right, interest or license belongs to the Company.

9. ABSENCE OF PRIOR AGREEMENTS. I represent that my entering into this Agreement with Company does not constitute a breach of any past or present contract, agreement or understanding and I am free to execute this Agreement and its terms and to provide Services to the Company.

10. WORKS BELONG TO COMPANY. I acknowledge that all original works of authorship which are created, conceived, developed or reduced to practice by me or under my direction (solely or jointly with others) while performing Services that relate to the present or anticipated business activities of the Company, its parents, subsidiaries and affiliates (whether or not during normal working hours, on the premises of the Company or using the Company's equipment or Confidential Information), including, without limitation, any designs, forms, formulas, materials, products, deliverables, work product,

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developmental or experimental work, computer software programs (including, without limitation, images, text, source code, object code, html code and scripts), databases and other original works, and any upgrades, modifications or enhancements to the foregoing and any related patents, patent applications, copyrights, copyright applications (collectively referred to herein as the "Works"), are and shall remain the sole and exclusive property of the Company, and all right, title and interest therein shall vest in the Company and shall be deemed a "work made for hire", as that term is defined in the Indian Copyright Act, 1957 and its subsequent amendments (collectively "Copyright Act"). Unless otherwise agreed to in writing by the Company, nothing in this or any other agreement or in the course of dealing between me and the Company shall be construed to grant to me or my affiliates any ownership right, title or interest in or license to any of the Works. To the extent that title to any of such Works may not, by operation of law, vest in the Company, or any of such Works may not be considered to be "work made for hire", I hereby irrevocably assigns to the Company without limitation all right, title and interest therein. All Works shall belong exclusively to the Company with the Company having the right to obtain and to hold in its own name copyright, patent and trademark registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. I further agree without charge to the Company, but at Company's expense, to assist the Company in every proper way and execute, acknowledge and deliver, during and after my Services for the Company, all such documents necessary and perform such other legal acts as may be necessary, in the opinion of the Company, to obtain or maintain Indian or foreign patents or other proprietary protection, for any and all Works which pursuant to this Section or applicable law belongs to the Company in any and all countries, and to vest title therein in the Company, provided, however, in the event such assistance is provided when I am no longer providing Services to the Company, its parents, subsidiaries or affiliates, the Company shall compensate me for such assistance at an hourly rate mentioned above.

11. AGREEMENT TO DISCLOSE. I agree to disclose promptly to Company or its authorized agent all information regarding Works as soon as is possible. I agree to maintain accurate and adequate records of all Works.

12. DUTY TO COOPERATE. At all times during and after my Services, I agree to perform all tasks and execute all papers necessary or appropriate to grant Company the full benefits granted in this Agreement or to facilitate Company's securing and enforcing all rights pertaining to this Agreement.

13. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon Company, its successors and assigns, and on me, my successors, assigns, heirs, executors, administrators and legal representatives.

14. NEED FOR THIS AGREEMENT AND ENFORCEABILITY OF RESTRICTIVE COVENANTS. I hereby acknowledge and agree that the restrictions on my activities contained in this Agreement are necessary for the reasonable protection of the Company and are a material inducement to the Company entering into this Agreement. I further acknowledge that a breach or threatened breach of any such provisions would cause irreparable harm to the Company for which there is no adequate remedy at law. I agree that in the event of any breach or threatened breach of any provision of this Agreement, the Company shall have the right, in addition to any other rights or remedies it may have: (a) to a temporary, preliminary or

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permanent injunction or injunctions and temporary restraining order or orders to prevent breaches of such provisions and to specifically enforce the terms and provisions thereof without having to post bond or other security and without having to prove special damages or the inadequacy of the available remedies at law. I specifically consent to the entry of such an order upon the filing of an affidavit, setting forth such breach or anticipated breach, by the Company, its directors, officers, employees and agents, and (b) to require me to account for and pay over to the Company all compensation, profits, monies, accruals, increments or other benefits derived or received by me as a result of any transaction constituting as breach of any of the provisions of this Agreement (the "Benefits") and I agree to account for and pay over to the Company any such Benefits. The parties acknowledge that (a) the time, scope, geographic area and other provisions contained in this Agreement are reasonable and necessary to protect the goodwill and business of the Company, (b) the customers of the Company may be serviced from any location and accordingly it is reasonable that the covenants set forth herein are not limited by narrow geographic area. If any covenant contained in this Agreement is held to be unenforceable by reason of the time, scope or geographic area covered thereby, such covenant shall be interpreted to extend to the maximum time, scope or geographic area for which it may be enforced as determined by a court making such determination, and such covenant shall only apply in its reduced form to the operation of such covenant in the particular jurisdiction in which such adjudication is made. The existence of any claim or cause of action by me against the Company or its parent, subsidiaries or any of its affiliates predicated on this Agreement or otherwise shall not constitute a defense to the enforcement by the Company of any provision of this Agreement. I further acknowledge that a breach or threatened breach of this Agreement would cause irreparable harm to Company for which there is no adequate remedy at law. I agree that in the event of any breach or threatened breach of any provision of this Agreement, the Company shall have the right, in addition to any other rights or remedies it may have, to an ex-parte or noticed temporary, preliminary or permanent injunction or injunctions and temporary restraining order or orders to prevent breaches of such provision and to specifically enforce the terms and provisions thereof without having to prove special damages or the inadequacy of the available remedies at law. I specifically consent to the entry of such an order upon the filing of an affidavit, setting forth such breach or anticipated breach, by the Company, its directors, officers, employees and agents. I further agree that in the event that a bond is required in connection with the issuance of a temporary injunction, such a bond or other undertaking shall not exceed Rs.10,000.00 which amount has been determined by the Parties to be adequate and reasonable.

15. DISCLOSURE TO POTENTIAL COMPANYS. I agree to disclose my obligations under this Agreement to all potential employers and other parties.

16. REMEDIES. I understand that if I violate any provision of this agreement relating to Confidential Information, to Works or to my duty to cooperate in matters relating to protection of intellectual property, Company will suffer immediate and irreparable injury. If I violate any of such provisions, I agree that, in addition to any other remedies that may apply, my strict compliance with this Agreement should be ordered by a court of competent jurisdiction and Company is therefore entitled to preliminary and final injunctive relief to enforce this agreement.

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17. SURVIVAL. The provisions of Sections 3, 5, 6, 7, 8, 9, 10, 11, 15 and 16 hereof shall survive the termination or expiration of this Agreement.

18. SEVERABILITY. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, such invalidity will not affect any other provision of this Agreement.

19. APPLICABLE LAW. This Agreement is to be interpreted in accordance with the substantive law of the State of Uttar Pradesh, India.

20. ENTIRE AGREEMENT. This Agreement, and all attachments hereto, including without limitation, offer letter, Company handbook, exhibits and schedules, if any, represents the entire agreement between Company and me and supersedes all prior or contemporaneous oral or written agreements between us relating to this subject matter. This Agreement may not be amended or altered except by a writing signed by both parties.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT CAREFULLY, AND THAT I FULLY UNDERSTAND AND AGREE TO ALL OF ITS TERMS.

Approved and Accepted by:

Consultant:

Chetu (I) Pvt. Ltd.:

Abhishek Shukla

[Signature]

[Authorized Signatory]

Name: **Abhishek Shukla**

Name: _____

Title: **Blockchain Consultant**

Title: _____

Date: **2022-01-28**

Date: _____

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