

CONSULTANT AGREEMENT

This Consultancy Agreement ("Agreement") is hereby made and entered into on this **10th October 2024**, by and between:

Aetheris Private Limited, a company to be incorporated under the laws of India with its registered office at Galli no.28A, Sayyed Nagar Mohammad Wadi Road, Hadapsar Pune - 411028 (hereinafter referred to as the "Company");

And

Brian Trotter, with email address: royalsoft.devteam@gmail.com and PayPal payment method: dexterllait@outlook.com (hereinafter referred to as "Consultant").

The Consultant and the Company are each hereinafter referred to as a "Party" and collectively as the "Parties."

1. Scope of Services

The Consultant agrees to provide Front-End development services for the creation of the Aetheris MVP. This includes working on both frontend and backend functionalities, collaborating with the development team to ensure a cohesive integration, and managing project timelines and deliverables also agrees to prioritize tasks assigned by Aetheris to ensure the timely delivery of the MVP. This post-launch assistance shall be provided free of charge for any maintenance or fixes related to the original work delivered.

2. Term

This Agreement shall come into force on the Effective Date and shall continue to be valid for the duration of the MVP development, which is expected to be completed by **16th February 2025**, ("Term"). The contract may be extended if the Consultant agrees to continue working after the MVP launch, depending on funding and project requirements, unless terminated earlier in accordance with this Agreement.

3. Payment Terms

3.1 In consideration for the Services provided, the Consultant shall be paid **\$500 USD** ("Consideration").

3.2 The Consultant acknowledges that part of the Consideration may be transferred from the personal account of **Abhishek Shirsath**, the Company's founder, before the MVP is completed.

3.3 Payments will be made to the Consultant via PayPal (dexterllait@outlook.com). The payment method may vary upon the Consultant's request, provided such changes are communicated in writing and agreed upon by the Company.

3.4 Payment will be processed within **7 days** of the satisfactory completion of tasks, subject to the Company's approval.

4. Intellectual Property Rights

4.1 The Deliverables created by the Consultant, including AI models, code, and any other work, shall be deemed to be "work for hire," and all **Intellectual Property Rights** therein shall vest solely with the Company upon creation.

4.2 The Consultant agrees to assign all rights, title, and interest in the deliverables to the Company.

4.3 To the extent that any work is based on or uses any pre-existing material owned by the Consultant, the Consultant grants the Company a worldwide, limited right to use such material for the development and use of the Deliverables.

5. Confidentiality

5.1 **Confidential Information:** Each Party understands and acknowledges that it may receive Confidential Information ("Receiving Party") of the other Party ("Disclosing Party") during the term of this Agreement. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to a third party without the Disclosing Party's prior written consent. Further, the Receiving Party shall only share Confidential Information with such of its employees and representatives who have a need to know the Confidential Information in

relation to the Receiving Party's obligations under this Agreement and who are subject to confidentiality obligations no less stringent than those contained in this Agreement.

5.2 Definition: "Confidential Information" shall mean any confidential or proprietary information of a Party, in any form, including but not limited to information relating to such Party's past, present or future products, services, research and development, or business activities, which is not publicly available and is:

- (a) marked as confidential;
- (b) identified as confidential at the time of disclosure; or
- (c) manifestly of a confidential nature.

5.3 Exclusions: Confidential Information does not include information that:

- a. Was publicly available prior to this Agreement or becomes publicly available through no fault of the Receiving Party;
- b. Is rightfully received by the Receiving Party from third parties without accompanying confidentiality obligations;
- c. Was already in the Receiving Party's possession before receipt from the Disclosing Party;
- d. Is independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information.

5.4 The confidentiality obligations under this Agreement shall continue for **3 years** following the termination of this Agreement.

5.5 Each Party acknowledges that any breach of its obligations under this clause shall be a material breach of this Agreement. In the event of a breach, the Disclosing Party is entitled to seek injunctive or equitable relief from a court of competent jurisdiction without waiving other remedies.

6. Post-Maintenance Obligation

6.1 The Consultant agrees to assist the Company with any issues related to the Deliverables, including AI models and code, after the MVP is launched. This post-launch assistance shall be provided **free of charge** for any maintenance or fixes related to the original work delivered.

7. Non-Compete and Non-Solicitation

7.1 The Consultant agrees not to engage in any projects or businesses that directly compete with Aetheris for a period of **6 months** following the completion of the MVP.

7.2 The Consultant also agrees not to solicit, hire, or attempt to hire any employees or contractors of Aetheris during the term of this Agreement and for **1 year** after its completion.

8. Non-Moonlighting Clause

The Consultant may engage in other employment or freelance work, provided that such commitments do not interfere with their responsibilities to Aetheris or prevent the timely completion of tasks. Any conflicts must be disclosed to the Company.

9. Time Zone Adjustment

The Consultant acknowledges that Aetheris operates primarily within **Indian Standard Time (IST)** and agrees to adjust their working hours as necessary to collaborate effectively with the team and meet project deadlines.

10. Dispute Resolution

Any disputes arising under this Agreement shall be resolved exclusively through **binding arbitration**, conducted within **Indian jurisdiction**. The arbitration shall take place in Pune, India, and the decision of the arbitrator shall be final and binding on both parties.

11. Warranty and Disclaimers

(a) The Consultant warrants to the Company that he:

- (i) has all necessary rights and authority to enter into and perform this Agreement;
- (ii) has no conflict of interest in respect of any third-party obligations that he is bound by, in performance of this Agreement.

(b) The Consultant disclaims, and the Company expressly waives, all other conditions, representations, and guarantees, whether express or implied, including any warranty of merchantability, fitness for a particular purpose, or error-free operation.

12. Termination

12.1 Either Party may terminate this Agreement by providing **7 days' written notice**. The Consultant will be compensated for all work completed up to the termination date.

12.2 The Company reserves the right to terminate the Agreement immediately if the Consultant fails to meet deadlines, does not respond to communications, or breaches any terms of this Agreement.

13. Nature of Relationship

The Consultant is engaged as an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee relationship, a partnership, or a joint venture between the Parties.

14. Limitation of Liability

In no event shall the Consultant be liable to the Company for any indirect, incidental, or consequential damages arising out of or relating to this

Agreement. The maximum aggregate liability of the Consultant shall not exceed the total amount of services performed under this Agreement up to the date the claim arose.

15. Force Majeure

Neither Party shall be liable for delays or failures in performance caused by events beyond their reasonable control, including acts of God, fire, flood, war, or pandemics.

16. Non-Exclusivity

The Services provided by the Consultant are not exclusive, and the Consultant may enter into similar agreements with third parties, provided that such work does not cause a breach of this Agreement.

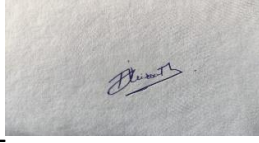
17. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and representations, whether written or oral.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date:

Company (Aetheris Private Limited) Name:
Abhishek Shirsath

Signature: _____

A small, square, light-colored image showing a handwritten signature in dark ink. The signature is cursive and appears to read 'Abhishek Shirsath'.

Date: __ 08/10/2024 __

Consultant
Name: Brian Trotter

Signature: _____

Date: _____