

# **FREELANCER SERVICES AGREEMENT**

THIS FREELANCER SERVICES AGREEMENT ("Agreement"), is entered into and made effective as of the 28th day of June, 2025 (the "Effective Date"), by and between:

Orion Solutions Private Limited, a company duly incorporated and validly existing under the provisions of the Companies Act, 2013, having its registered office at B-221, Sector 67, Noida, Uttar Pradesh, India (hereinafter referred to as the "Client", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

AND

Harsh Kumar Saw, an individual acting in the capacity of an independent service provider, having a permanent place of residence at Ranchi, Jharkhand, India (hereinafter referred to as the "Freelancer", which expression shall include his heirs, legal representatives, and permitted assigns).

## **1. Scope of Engagement**

Subject to the terms and conditions set forth herein, the Freelancer agrees to render to the Client, on a non-exclusive basis, certain technical, developmental, and ancillary services (collectively, the "Services"), including but not limited to design architecture, software development, code optimization, API integrations, and such other deliverables as mutually agreed upon in Schedule A annexed hereto. The Freelancer shall have full discretion, autonomy, and independence in determining the manner, sequence, and means of performing the Services.

## **2. Consideration and Payment Terms**

2.1 In full consideration of the Services rendered hereunder, the Client shall remit to the Freelancer a total fee of INR 2,00,000 (Indian Rupees Two Lakhs only), exclusive of all applicable taxes, duties, or levies, payable in two equal installments-first upon execution of this Agreement and second upon final acceptance of deliverables, as per milestones detailed in Schedule B.

2.2 The Client shall not be liable to reimburse any additional costs, out-of-pocket expenses, or ancillary disbursements incurred by the Freelancer unless previously authorized in writing.

### 3. Independent Contractor Relationship

Nothing herein shall be construed to create an employment, agency, joint venture, or partnership relationship between the Parties. The Freelancer shall be deemed to perform the Services solely in the capacity of an independent contractor and shall not be entitled to any employee benefits, statutory or otherwise, including but not limited to provident fund, gratuity, health insurance, or paid leave.

### 4. Confidentiality and Non-Disclosure

The Freelancer covenants and agrees that all non-public, proprietary, sensitive, strategic, or confidential information, whether in oral, written, electronic, or other tangible form, received by him in connection with or during the course of performing the Services shall be held in strict confidence and not disclosed, reproduced, or utilized for any purpose other than the fulfillment of this Agreement. This clause shall survive the expiration or termination of this Agreement for a period of five (5) years.

### 5. Intellectual Property Ownership and Assignment

All rights, title, and interest, including all copyrights, patents, trade secrets, and moral rights, in any and all works of authorship, inventions, developments, derivative works, processes, or data created or conceived by the Freelancer under or pursuant to this Agreement (collectively, the "Work Product"), shall vest solely and exclusively in the Client ab initio. The Freelancer irrevocably waives any and all rights, including droit moral and equivalent rights, and agrees to execute such assignments, documents, or instruments as may be reasonably requested by the Client to effectuate or perfect said ownership.

### 6. Indemnification and Liability Limitation

The Freelancer shall indemnify, defend, and hold harmless the Client and its affiliates, directors, officers, and agents from and against any and all losses, claims, actions, proceedings, damages, liabilities, costs, and expenses, including but not limited to reasonable attorneys' fees and court costs, arising out of or in connection with: (a) any breach of this Agreement, (b) any alleged or actual violation of intellectual property rights, or (c) any gross negligence, willful misconduct, or fraudulent act committed by the Freelancer.

### 7. Term, Termination, and Effects Thereof

7.1 This Agreement shall commence on the Effective Date and remain in force for a period of three (3) months unless earlier terminated in accordance with this Clause.

7.2 Either Party may terminate this Agreement without cause by providing fifteen (15) days' prior written notice. In the event of material breach, insolvency, or non-performance by either Party, the non-breaching

Party may terminate this Agreement forthwith without prejudice to its other rights or remedies in law or equity.

7.3 Upon termination, all outstanding payments due for Services rendered shall be settled within seven (7) business days, and all Confidential Information shall be returned or destroyed forthwith.

#### 8. Governing Law, Jurisdiction, and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the substantive laws of the Republic of India, without regard to its conflict of law principles. Any dispute, controversy, or claim arising out of or in relation to this Agreement shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended, with the seat of arbitration in New Delhi and language being English. Subject thereto, the courts in New Delhi shall have exclusive jurisdiction.

#### 9. Miscellaneous Provisions

9.1 Entire Agreement: This Agreement, along with its Schedules, constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior negotiations, arrangements, or representations.

9.2 Amendments: No modification, alteration, or waiver of any provision hereof shall be binding unless executed in writing and duly signed by authorized representatives of both Parties.

9.3 Severability: If any provision herein is held to be illegal, void, or unenforceable, the remaining provisions shall remain in full force and effect.

9.4 Force Majeure: Neither Party shall be held liable for failure to perform its obligations under this Agreement if such failure arises from acts of God, war, fire, pandemic, governmental action, or any event beyond the reasonable control of such Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

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Authorized Signatory, Orion Solutions Pvt. Ltd.

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Harsh Kumar Saw