

ASSIGNMENT CONTRACT

ZRIYA SOLUTIONS AB

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EXCELMAX PVT LTD

This contract is entered between Zriya Solutions AB (Company) and Excelmax PVT LTD (Partner) for the onsite assignment of Excelmax employee Dheeraj Kumar Varma Gadiraju (Passport Number Z3865284).

I. FINANCIAL RESPONSIBILITY

This Section lays out financial responsibility of both the signing parties. Financial responsibility here means which party pays the corresponding amount in the column Financial component.

Financial Component	Amount as per 28-11-2022	Responsibility of Company /Partner
Bench cost first month	141,666 Rupees	Partner
Bench cost second month and thereafter until the employee Reaches Sweden	141,666 Rupees	Company
Visa Cost for short travel	12, 925 Rupees	Company
Travel Cost Inside India for Visa and work Permit		Partner
Work Permit Cost for Sweden		Company
Travel Cost to Sweden from India		Company
Cost of accommodation for employee during short stay		Company
Salary in Sweden and payroll	45.000 SEK Gross/month as regulated by Union	Company

II. ECONOMIC TERMS AND CONDITIONS

1. When the employee is on bench and performs no task to the company then the bench cost is paid as per the table above.
2. When the employee is in India and performs task to the company then company shall pay 40% of gross monthly salary to partner on top of the salary of the employee. Payroll Maintenance in India is partner responsibility.
3. When the employee is in Sweden and performs tasks to the company then company shall pay 20% of the Swedish gross monthly salary of 45.000 SEK to partner. Payroll Maintenance in Sweden is Company responsibility.

4. Any taxes in India is responsibility of Partner and taxes in Sweden is responsibility of Company.
5. GST or Swedish VAT is not applicable.

III. INVOICING AND PAYMENT PERIOD.

Invoices shall be sent to invoice@zriyasolutions.com on 2nd of each month for the task performed (by the employee) for the previous month. If second day happens to be a public holiday either in India and/or Sweden, then the invoice shall be sent on the next immediate working day.

The payment period is 90 days after the invoice date.

The company and the Client in Sweden has 110 days of payment period.

The employee should be instructed by partner to finish reporting time Friday each week in the Zriya Time reporting portal. Delayed time entry shall cause unnecessary delay in payment.

IV. CONTACT PERSONS

Contact Person Company:
Krishna Radhakrishnan
krishna@zriyasolutions.com
+46766354630

Contact Person Partner:
Nihar Dharmakonda
Nihar@excelmaxtech.com
+91 99493 17197

V. VALIDITY.

This contract is Valid for 6 months from the date of signing. If with no obligation Company renew's the contract , company will send an email of its intention of renewal to the contact person of the partner mentioned in Section IV.

VI. TERMINATION

This contract can be mutually terminated with a notice of 1 month.

VII. Other terms and conditions

1. DEFINITION 1.1. "Confidential Information" shall mean any confidential, proprietary or trade secret information or materials of the Disclosing Party, its customers, affiliates, licensors, suppliers, vendors, or any other third party (to whom the Disclosing Party owes a duty of confidentiality), in whatever form, tangible or intangible, disclosed or provided in connection with the Services. Confidential Information further includes (a) any and all personal property, including books, manuals, records, files, reports, notes, contracts, financial information, procurement requirements, purchasing, manufacturing, customer lists, supplier lists, all other lists, business forecasts, sales and merchandising and marketing plans, blueprints and other documents or materials, or copies thereof (b) any and all technical and non-technical information including inventions, improvements, discoveries, developments, trade secrets, techniques, sketches, drawings, models, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, specifications, works of authorship, data, and formulae related to the Disclosing Party; (c) information concerning research, experimental work, development, design details and specifications, engineering; received by the Receiving Party or prepared for the Disclosing Party in the course of the Receiving Party's rendering of the services for the Services;

1.2. "Agreement" means this Master Service Agreement, including the statement of work(SOW).

1.3. "Contractor(s)" refers to Supplier's employees or subcontractors providing Services to Buyer under this Agreement.

1.4. "Purchase Order" is Buyer's document setting forth specific Deliverables to be rendered and/or specific line Deliverables ordered, and Release information.

1.5. "Statement of Work" means a written document describing the Services to be performed by Supplier under this Agreement.

1.6. "Specification" means an explicit set of requirements to be satisfied by Deliverables as described in detail in a Statement of Work.

1.7. "Technology" means all know-how, information, ideas, inventions, modifications, prototypes, tools, other tangible embodiments, and works of authorship, including without limitation, specifications, drawings, software, databases, compilations, schematics, documentation, and presentations.

1.8. The definitions as stated in this Definitions section shall survive termination of this Agreement as necessary to support the interpretation of the meaning of all other terms of this Agreement which shall survive.

2. TERM OF AGREEMENT 2.1. During the term of this agreement and 2 years after termination of this agreement the Supplier shall not contact nor conduct business directly or indirectly with the Clients introduced by the buyer to the Supplier. Similarly, the buyer shall not contact or conduct business directly /indirectly with the sub-contractors introduced to buyers by the Supplier. This condition applies during the term of this agreement and 2 years thereafter the termination of this agreement.

2.2. At Buyer's option, Deliverables may be scheduled for delivery up to mutually agreed time frame following expiration of this Agreement.

3. PRICING AND AUDITS 3.1. The pricing for Deliverables provided under this Agreement is set forth on Statement of Work.

3.2. Taxes 3.2.1. (A) In addition to the amounts payable by Buyer under this Agreement, all applicable transaction taxes, including but not limited to sales and use taxes, value added taxes, and other transactional charges such as duties, customs, tariffs, imposts, and government-imposed surcharges ("Transaction Taxes") will be paid by Buyer. Supplier shall provide PF Contribution and Medical Insurance whereas Buyer to provide Life Insurance and receipts of the same shall be requested by the Buyer whenever such documentation is needed.

3.2.2. (B) Except for taxes stated above, each party is responsible for its own respective income taxes or taxes based on gross revenues or gross receipts. Buyer to provide relocation cost for the candidate and his/her family if applicable (Migrationsverket cost, International Flight Cost). Domestic travel for VISA will be provided by supplier.

4. TREATMENT OF CONFIDENTIAL INFORMATION 4.1. The Receiving Party agrees to treat all Confidential Information received by it in connection to the Services as confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association, or entity, for any purpose whatsoever, such confidential or proprietary information so received, and shall not make use of such information other than for the Services, without the prior written consent of the Disclosing Party. Such Confidential information may be disclosed only to those employees of the Receiving Party (on a need-to-know basis and to those who reasonably require access to such information for rendering the Services) and only after such said employees have been informed by the Receiving Party of the restrictions as to the use and disclosure of the Confidential Information.

4.2. The Receiving Party agrees that the Confidential Information will be provided on trust and the breach thereof of the obligations herein relating to Confidential Information shall be construed as a breach of trust for which all the civil and criminal consequences thereof shall follow.

4.3. Confidential Information may be disclosed to the Receiving Party either orally, visually, in writing (including graphic material) whether by way of electronic means or otherwise, or by way of consigned items. Disclosures made orally, or in any other intangible form, need to be described and disclosed in documents or other tangible materials clearly marked as proprietary and then delivered to the Receiving Party by the Disclosing Party within thirty (30) calendar days after the information is first disclosed to the Receiving Party.

4.4. Information shall not be deemed confidential if it:

4.5. For a period of one (1) year from the date of disclosure, the Receiving Party will use reasonable and prudent efforts to prevent the disclosure of Confidential Information to any person other than its employee(s) with an appropriate need to know, unless disclosure is required by law.

4.6. This Agreement does not: (a) restrict either party from developing new products, improving existing products, or marketing any new, improved, or existing products, provided such activity does not utilize Confidential Information received hereunder; or (b) commit either party to disclose any particular information or to develop, make, use, buy, sell, or otherwise dispose of any existing or future product, or to favor or recommend any product or service of

a) is or becomes publicly known through no wrongful act or breach of this Agreement by the Receiving Party; or b) is rightfully received from a third party without breach of any non-disclosure obligations by the third party; or c) is approved for public release in writing by an authorized representative of Disclosing Party; or d) is required to be disclosed pursuant to a judicial order or request of a governmental agency but only to the extent so ordered or requested, provided however that the Receiving Party shall notify the Disclosing Party of such order or request in sufficient time to permit the Disclosing Party to intervene in response to such order or request; or e) is already known by, or independently developed by or for, the Receiving Party as evidenced by its written records.

4.7. No license, ownership interest, or other right to use Confidential Information of the other party is conveyed, implied or otherwise created by this Agreement.

4.8. Each party represents and warrants that it shall not directly or indirectly, export, re-export, tranship or otherwise transfer the Confidential Information in violation of any applicable export control laws or regulations promulgated and administered by the governments of the countries asserting jurisdiction over the parties or their transactions.

the other party. To be binding, any such restriction or commitment must be in writing and signed by both parties.

5. INVOICING AND PAYMENT 5.1. Payment is made when Buyer's EDI funds transfer initiated. Buyer shall make payment as per SOW terms after Buyer's receipt of the proper original invoice. The payment terms of invoices is regulated within 5 days after the buyer's client pays the invoice.

5.2. Supplier shall be responsible for and shall hold Buyer harmless for any and all payments to its vendors or subcontractors utilized in the performance of Services. The obligations in this clause shall survive termination of this Agreement.

6. TERMINATION FOR CONVENIENCE 6.1. Buyer may terminate this Agreement or any Purchase Order, or any part thereof, at any time for its sole convenience by giving written notice of termination to Supplier (1) month in advance. Upon Supplier's receipt of such notice, Supplier shall, unless otherwise specified in such notice, immediately stop all work hereunder, give prompt written notice to and cause all of its suppliers or subcontractors to cease all related work.

6.2. There shall be no charges for termination of orders for standard Deliverables not yet provided. Buyer will be responsible for payment of Deliverables already provided by Supplier but not yet invoiced.

7. DISPUTE RESOLUTION 7.1. Subject to Clause 4.1 (a), any dispute arising out of or relating to this Agreement, or the breach thereof, whether occurring while this Agreement is in effect or thereafter, shall be submitted exclusively to binding arbitration pursuant to the Arbitration and Conciliation Act, 1996. An arbitrator appointed by the Disclosing Party shall be the arbitral panel. The arbitration proceeding shall take place at jurisdiction of the courts of SWEDEN. All dealings, correspondence, and contacts between us shall be made or conducted in the English language

8. DATA SECURITY REQUIREMENTS 8.1. Logical Controls: All systems containing Buyer confidential information must have strong access control mechanisms. Each system user must have a unique identifier and strong password combination. An audit trail must be maintained to support an investigation for changes to the security configuration and system use.

8.2. Physical Controls: Server and mass storage systems storing Buyer classified information must be housed in a physically secure location with access controls to the granularity of the user. Access control audit trails must be maintained to support an investigation.

The Parties Execute this agreement as under

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