

CONSULTANT AGREEMENT

THIS **CONSULTANT AGREEMENT** ("Agreement"), made of and effective as of **April 23, 2021** is by and between **Mr. Himanshu Sahu**, resident of **Q1102, Concorde Mahattan Apartment, Electronic city Phase1, Bangalore** ("hereinafter referred to as **Software Consultant**") and Accion Labs India Private Limited, a domestic Indian Company incorporated under the Companies Act of 1956 (hereinafter referred to as "Company") having its principal place of business at **Accion Labs India Private Limited**, 6th Floor, Delta Block, Sigma Soft-Tech Park, Ramagondanahalli Village, Varthur, Hobli, Bangalore – 560066 India.

WHEREAS, the Company wishes to hire Consultant to provide Consulting and information technology software services to the Company and Consultant wishes to provide such services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Services:

The Company hereby retains Consultant to perform consulting and information technology software services for the Company or its clients as set forth in the Statement of Work attached hereto as Exhibit A and any additional statement of work that may be signed by both parties at any time in the future prior to the termination of this Agreement. Consultant may not assign or subcontract the Services he/she has/is to perform pursuant to this Agreement.

Statement of work includes all work product relating to, and/or resulting from, the Services performed by Consultant hereunder including, without limitation, all items made, designed, developed, conceived and/or reduced to practice by Consultant pursuant to this Agreement:

- a. including, without limitation, all inventions, works-of-authorship, ideas, processes, formulas, works, materials, software (in both executable and source code form), specifications, systems, drawings, sketches, models, layouts, algorithms, computers and other similar apparatus, programs, research, technical and business information and data, translations, schematics, pictorial, and graphic works, and
- b. whether or not the item is
 - i. at any time utilized by Company,
 - ii. in written or oral form,
 - iii. patentable or copyrightable, and/or
 - iv. Made, developed, conceived and/or reduced to practice by Consultant alone and/or in conjunction with others (including, without limitation, Company).

From time to time during the term of the Agreement or any extension thereof, Consultant will keep Company advised as to Consultant's progress in performing the Services hereunder. Up on Company's request, Consultant will prepare written reports with respect thereto.

2. Fees:

The Company shall pay Fee ("Service Fees") to Consultant once every one month payable within thirty (30) days from the date the invoice and all related materials (including timecards approved, expense reports and receipts)

are received. The Company accepts only invoices for service performed, Consultant may not invoice prior to performing services.

If the Consultant is required to travel in connection with the Services and the related Statement of Work contains a provision stating that the Company will pay for the expressly itemized travel expenses, the Company will reimburse the actual cost of such expenses, except those related to travel to the regular place where the Services are to be performed. Consultant shall submit statement of expenses within 30 days of their occurrence. Expense Statement without proper back up documentation or receipts and/or expenses submitted more than 30 days after their occurrence shall not be reimbursed by the Company.

Consultant shall maintain complete and accurate accounting records to support and document all fees and expenses. Such records shall be retained for a period of at least three (3) years following completion of the Services. The Company (or an accounting organization retained by the Company) shall have access to such records, upon reasonable notice for purposes of audit during normal business hours, for so long as such records are required to be maintained.

The Service Fee for all services rendered under this Agreement shall be **Rs 91,600/- (Rupees Ninety-One Thousand Six Hundred Only) Per Month** which is all inclusive.

*Applicable taxes shall be deducted from the service fee at the time of each payment.

3. Performance of Work:

Consultant represents that he possesses the training, skills and expertise necessary to perform the Services required by this Agreement in a competent and professional manner. Consultant warrants to the Company that the Services shall be performed in a professional manner and shall comply with all terms, conditions, covenants, representations and warranties made by the Company to Client of which Consultant is given notice. Consultants shall follow Client's policies, if any, to avoid being disruptive of Client's personnel, systems, procedures and working environment. Consultant agrees that its employees shall use their training, skills and expertise to professionally and timely satisfy the project and all subtasks and milestones thereof.

The Company will advise Consultant of any clauses or provisions in any Client contract between the Company and Client which are additional to or different from those herein and applicable to any Services to be performed pursuant to any Statement of Work. Such clauses and provisions shall be included in the applicable Statement of Work.

4. Termination of Agreement:

This Agreement will continue initially for a period of **1 month starting with effect from Monday, April 26, 2021**, unless terminated by either party in accordance with this Section 4. This Agreement and/or Statement of Work may be terminated by either party, upon the occurrence of any of the following events:

This Agreement may be terminated by either party, with **Seven (7) days** prior written notice and any such notice shall be addressed to the other party at the address shown below or such other address as either party may notify the other and shall be deemed up on delivery, or 48 hours after sent thru registered mail, postage prepaid, return receipt requested.

The other party's material breach of any of its material obligations hereunder and failure to remedy such breach (if remediable) within a term of ten (10) calendar days from the date of written notice of the breach from the party exercising its rights to terminate.

Immediately upon any assignment by the other party for the benefit of its creditors, the inability of the other party to pay its debts as they fall due in the normal course of business, the appointment of a receiver for or any execution levied upon all or substantially all of the other party's business or assets, or the filing of any petition for voluntary or involuntary bankruptcy or similar proceeding by or against the other party; or

- a. Immediately upon the other party's dissolution or liquidation; or
- b. Cancellation of the project by the Company's client

Notwithstanding anything herein to the contrary, the Company may terminate this Agreement immediately and without any notice if Consultant refuses to or is unable to perform the Services under this Agreement.

Up on termination all rights and duties of the parties towards each other shall cease except that the Company shall be obliged to pay, within **Thirty (30)** days of the effective date of termination or Notice at the sole discretion of the Company, all amounts owing to Consultant for Services completed and accepted by the Company prior to the termination date and related expenses, if any, in accordance with the provisions of this Agreement.

5. No Solicitation of Company's Employees:

While this Agreement is in effect, and for three years thereafter, Consultant shall not directly or indirectly encourage any Company employee, with whom Consultant had contact to terminate his or her employment with the Company or solicit such an individual for employment outside the Company which would end or diminish that employee's services to the Company.

6. Independent Contractor:

Consultant's relationship to the Company and its clients in the performance of the Services is that of an independent Contractor and Consultant will not be considered as an employee, partner or to be in joint venture of the Company or any client of the Company for any purpose. Consultant is not entitled to any employee benefits or insurance coverage, and Consultant acknowledges that the Company has no responsibility for any Central and state withholding taxes, or any other similar coverage for any Consultant performing Services pursuant to any Statement of Work and expressly agrees that he shall not be entitled to participate in any plans, arrangements, or distributions by Company or its holding or subsidiary Companies pertaining to or in connection with any pension, stock, bonus, profit sharing, health insurance plans or similar benefits eligible for the Employees of the Company.

Consultant acknowledges that he is solely responsible for his compliance with all laws and regulations applicable to the performance of the Services and to obtain and maintain any central, state, and/or local licenses, approvals or registrations necessary to perform the Services under this Agreement.

7. Non-Solicitation:

While this Agreement is in effect, and for a period of 36 months following termination of this Agreement for whatever reason, Consultant shall not, directly or indirectly, solicit or otherwise attempt to sell to any Customer or Restricted Customer (as defined below) any services substantially similar to those sold by the Company prior to the termination.

While this Agreement is in effect, and for a period of 36 months following termination of this Agreement for whatever reason, Consultant will not (i) communicate with a Prospective Client about a Prospective Client Job; (ii) provide services to a Prospective Client related to a Prospective Client Job; or (iii) directly or indirectly, solicit, influence or encourage a Prospective Client to purchase services from a competitor of the Company or directly from Consultant related to a Prospective Client Job.

Restricted Client means any individual or entity for whom or to which Consultant had provided services to such individual or entity on behalf of the Company during the 12 months preceding the termination of this Agreement.

A Prospective Client means (i) any individual or entity (A) for whom or to which the Company provided services in the twenty four months prior to the termination of Consultant's employment; or (B) who or which requested that the Company locate an individual with applicable skills to complete a Prospective Client Job at such Prospective Client's business, and (ii) with whom/which Consultant was introduced to such individual or entity on behalf of the Company during the 6 months preceding the termination of this Agreement as a potential service provider to be hired to complete a Prospective Client Job or was informed by the Company that Consultant was a potential service provider to be hired to complete a Prospective Client Job.

A Prospective Client Job means a Prospective Client's project for services for which the Prospective Client has requested that the Company locate or hire an individual with the applicable skills needed to complete that project for the Prospective Client so that the Prospective Client may hire the Company to perform services in connection with such project.

Notwithstanding the above, Prospective Client Jobs do not include any projects for which the Prospective Client has rejected the Company's services or has otherwise affirmatively declined to purchase the Company's services in connection with a specific project prior to the termination of this Agreement.

8. Indemnification:

Consultant agrees to indemnify and hold harmless the Company and its directors, officers, and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorney's fees and other legal expenses, arising directly or indirectly from (i) any negligent, reckless or intentional act or omission of Consultant, in connection with the Services, the service fee and any direct or indirect taxes including but not limited to any interests and penalties on such taxes arising on account of the service fee at a future date, (ii) a determination by a court or agency that the Consultant, is not an independent contractor, (iii) any breach by the Consultant, of any of the provisions contained in this Agreement, or (iv) any infringement or misappropriation of intellectual property rights of others based on information, statements and materials (including any intellectual property therein) provided by client or by Consultant at client's direction. Consultant shall have the right to participate in the defense thereof with counsel of its choosing.

Service Provider hereby covenants and warrants that he has the authority and the right to enter into this Agreement and to perform Services and provide materials, information and deliverables hereunder, and that its obligations hereunder are not in conflict with any other Service Provider's obligations;

Consultant hereby agrees, confirms and undertakes that, neither any deliverables, information or materials or use thereof, nor the performance of any Services by Service Provider infringe upon or violate the rights of any third party and the Company shall receive free, equal and clear title to all works, materials, information and deliverables prepared and/or developed in connection with this Agreement;

9. Return of Records:

Upon termination of this Agreement, Consultant shall immediately return to the Company all property, Confidential Information, records, notes, data, memoranda, models and equipment of any nature that are in Consultant's control and that are the Company's or clients' property or relate to the Company's or its clients' business, and all copies of all such materials; (b) with express prior written consent of the Company, delete or destroy such documents, records, and materials placed or maintained on Consultant's own computer equipment or other electronic storage devices, if any; and (c) certify as to the same.

10. Confidential Company and Client Information:

Consultant acknowledges that while conducting the Services, Consultant and may learn knowledge and information of a proprietary nature of the Company and its client ("Confidential Information"). Consultant shall hold such knowledge and information in confidence and shall not while this Agreement is in effect or for any 7

(seven) years after the termination of this Agreement, disclose or use such Confidential Information, except as required to further this Agreement, complete the Services, or except as required by applicable law.

Confidential Information means all information of the Company or its clients relating to the Company's or its client's existing or potential business or technology and that is generally not known by or cannot be lawfully ascertained by the public or the Company's or its client's competitors. Examples of Confidential Information include but are not limited to the following: non-public business and marketing plans, strategies, existing or proposed bids, costs, prices, vendors and client information, product specifications, technical and scientific developments, existing or proposed research programs, financial or business projections, technical data, investments, algorithms, source code, negotiation strategies, or information stored or developed by or for the Company in or with computers. Confidential Information does not include information generally known to the public, information independently derived by Consultant, or information Consultant has rightfully received from a third party.

Nothing in this Agreement is intended to limit the protection of the Company's or its clients' trade secrets under applicable statutory law.

11. Arbitration and Equitable Relief:

(a) The Company and Consultant agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration pursuant to the Arbitration and Conciliation Act, 1996 to be held in Bengaluru, India. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The Company and Consultant shall each pay one-half of the costs and expenses of such arbitration and each shall separately pay its respective counsel fees and expenses.

(b) Consultant agrees that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the non-compete and non-solicitation covenants set forth in this Agreement and any other agreements such as a Confidentiality Agreement or Independent Contractor Agreement which are being signed concurrently with this Agreement as well as the Confidentiality Agreement Consultant executed while engaged by the Company. Accordingly, if Consultant breaches any such agreement, the Company will have available, in addition to any other right or remedy available, the right to obtain from any court of competent jurisdiction an injunction restraining such breach or threatened breach and specific performance of any such provision, and that no bond or other security shall be required in obtaining such relief.

12. Amendment:

No amendment, modification or waiver of any provisions of this covenant or consent to any departure thereof shall be effective unless in writing signed by the party against whom it is sought to be enforced.

13. Entire Agreement:

This document contains the entire agreement that exists between Consultant and the Company with respect to each of the subjects herein contained, replacing and superseding any agreements, oral or written, between the Company and Consultant with respect to the subjects herein contained.

14. Survival:

Upon termination of Consultant's employment pursuant to this Agreement, Consultant's obligations pursuant to Sections 6 and 7 shall survive the termination of this Agreement for the time periods indicated therein. Section 11 shall survive the termination of this Agreement until both parties agree to the contrary in written.

15. Severability:

If any provision of this Agreement is held for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect. Each section is intended to be a severable and independent section within this Agreement.

16. Headings:

The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

17. Governing Law Venue:

This Agreement is made in the Republic of India and shall be governed by and construed in accordance with the laws of said Republic. Consultant consents to the jurisdiction of the courts of Bengaluru, India.

18. Counterparts:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

19. Further Assurances:

Consultant agrees to execute any other documents or take any other actions reasonably requested by the Company to fulfill the agreements described herein.

The parties hereto have executed this Consultant Agreement as of the date first written above.

CONSULTANT

ACCION LABS INDIA PRIVATE LIMITED

By : _____

By : _____

Name : Himanshu Sahu

Name : Mahesh Bandaru

Title : Software Consultant

Title : Senior Manager
HR & Operations

Date : 23 Apr, 2021

Date : 23 Apr, 2021