

### **Consultant Agreement**

This Consultant Agreement (this “**Agreement**”) is executed on [●] November 2022 (“**Effective Date**”) by and between:

**LEGALSENSE TECHNOLOGIES PRIVATE LIMITED**, a private limited company incorporated under the Act, having corporate identification number U72900KA2021PTC15575, and having its registered address in Bengaluru, Karnataka, India (the “**Company**”, which expression shall include its successors and assigns) of the **FIRST PART**;

**AND**

[●], aged about [●] years and currently residing at [●] (hereinafter referred to as the “**Consultant**”, which expression shall include his heirs, executors, administrators, successors and permitted assigns) of the **SECOND PART**.

Each of the Company and the Consultant shall hereinafter be referred to individually as a “**Party**” and jointly as the “**Parties**”, as the context may so require.

**WHEREAS**, the Company is desirous of engaging the Consultant to assist with back-end engineering, AI, ML, and other engineering or business work that may arise from time to time, and the Consultant has expressed his desire to work with the Company in such capacity.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

#### **1. DEFINITIONS AND INTERPRETATION**

1.1 **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms have the following meaning:

- (i) “**Affiliates**” of a Person (the “**Subject Person**”) means: (a) in the case of any Subject Person other than a natural Person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with the Subject Person; and (b) in the case of any Subject Person that is a natural Person, means a Relative of such Person and any other Person (other than a natural Person) that, either directly or indirectly through one or more intermediate Persons (other than a natural Person) is Controlled by the Subject Person.
- (ii) “**Agreement**” shall mean this Consultant Agreement, together with the Schedules, as may be amended, modified or supplemented from time to time.
- (iii) “**Business**” shall mean means (a) the business of designing and developing educational content or otherwise dealing in education; (b) the business of providing educational products and services for real-world applications, whether through a digital medium

or otherwise; and (c) such other businesses that the Company is engaged in as on the Effective Date.

- (iv) **"Claims"** includes any and all charges, complaints, actions, agreements, amounts, damages, claims, liabilities, promises, controversies, damages, or causes of action, litigation, suits, rights, demands, costs, losses, debts, interest, indemnities, fines, penalties, and expenses (including attorneys' consultants', and statutory fees and costs incurred), and obligations of any nature or description whatsoever, past, present, or future, under applicable Law, contract, or in equity, known or unknown, suspected or unsuspected, existing or prospective, irrespective of whether the concerned Party proposes to appeal/challenge such claims.
- (v) **"Confidential Information"** shall mean any oral or written information (in whatever media or form, whether tangible or otherwise) disclosed to the Consultant that is marked or designated as confidential, or any other information of such nature as may be reasonably construed to be confidential, and includes trade secrets, technical information, past, present and future business strategies, business facilities, resources, operations, requirements, methods, customer information, know-how, inventions, discoveries, and improvements, financial information and projections, security arrangements, personnel information, domain names, administrative and/or organizational matters of a confidential/secret nature which is known to the Consultant; marketing, technical or other data or information, including any software, which is confidential or proprietary to the Company, the Affiliates of the Company, the customers or sub-contractors of the Company; all works, programs, papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment, and other materials, including copies in whatever form and translations into any other language and intellectual property, relating to the Business and materials that are customarily treated as confidential or proprietary, whether or not specifically identified as confidential or proprietary, and includes any other information which, by its nature or circumstance surrounding its disclosure, may be reasonably construed to be confidential or proprietary.
- (vi) **"Governmental Authority"** means any government, semi-government, administrative, fiscal, taxing or judicial or quasi-judicial body or any other statutory agency or any government department, commission, authority or tribunal, or the governing body of any monetary, securities or other regulator in India or any applicable jurisdiction.
- (vii) **"Intellectual Property Rights"** include any and all, registered or unregistered, patents, patentable or non-patentable inventions, rights to inventions, copyright and related rights, trade marks, trade names and domain names, Generated IPR, rights to goodwill or right to sue for passing off or unfair competition, rights in designs, rights in know-how, trade secrets, and confidential or proprietary information and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future, in each case in any part of the world.
- (viii) **"Law"** shall include (i) all applicable provisions of all constitutions, treaties, statutes, laws (including common law), codes, rules, regulations, ordinances, bye-laws or orders

of, or any similar form of decision, interpretation or policy of, or determination by, any Governmental Authority or similar authority, (ii) governmental approvals, consents, licenses, registrations, etc., and (iii) orders, decision, injunctions, judgments, awards and decrees of or agreements with any Governmental Authority or similar authority.

- (ix) **“Loss”** means and includes all losses, Claims, demands, liabilities, obligations, fines, expenses, costs (including litigation costs and costs of remedying any default or damage caused), and damages (whether or not resulting from third party Claims), taxes, including interests and penalties with respect thereto and expenses, including reasonable attorneys’, consultants’, and accountants’ fees and disbursements.
- (x) **“Person”** shall include natural persons, juridical persons or any association of persons.
- (xi) **“Release Letter”** shall mean a letter in the form annexed hereto as SCHEDULE 1, which shall be executed by the Consultant at the time of termination of the Consultant Agreement.

**1.2 Interpretation.** The following rules of interpretation shall be applicable to this Agreement:

- (i) Words using the singular or plural number also include the plural or singular number, respectively;
- (ii) Reference to the word “include” shall be construed without limitation;
- (iii) The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Clauses or Schedules of this Agreement, as the case may be;
- (iv) The terms “Clause” and “Schedule” refers to the specified Clause or Schedule of this Agreement and the Schedules shall constitute an integral part of this Agreement;
- (v) Reference to any Law or to any provision thereof shall include references to any such Law as it may, after the date hereof, be amended, supplemented or re-enacted, from time to time, and any reference to a statutory provision shall include any subordinate legislation made thereunder from time to time;
- (vi) The index, bold typeface, headings and titles herein are used for convenience of reference only and shall not affect the construction of this Agreement;
- (vii) Reference to any document includes an amendment or supplement to, or replacement or novation of, that document, but disregarding any amendment, supplement, replacement or novation made in breach of this Agreement; and
- (viii) The doctrine of contra proferentem shall not be applicable to this Agreement or any other document or instrument executed pursuant hereto.

## **2. TERMS OF ENGAGEMENT**

## 2.1 Remuneration.

In consideration of the covenants of the Consultant under this Agreement, the Consultant shall be entitled to receive a monthly remuneration of INR 30,000 (thirty thousand rupees).

## 2.2 Location.

The Consultant shall be based in any location as may be mutually agreed between the Company and the Consultant.

## 2.3 Working Hours and Travel.

- (i) This will be a full-time engagement (a minimum of 40 hours/week) and the working hours of the Consultant shall be mutually agreed between Parties.
- (ii) During the Term, if the Consultant is required to travel for the Business, the Consultant shall be entitled to reimbursement of reasonable expenses as per the travel policy of the Company, as applicable from time to time.

## 3. SCOPE OF WORK AND DUTIES

- 3.1 The Consultant shall fulfill such duties and responsibilities as are mutually agreed between the Consultant and the Company from time to time. Furthermore, the Consultant shall perform his duties and functions in such a manner as to achieve the goals set by the Company.
- 3.2 The Consultant agrees that he will, at all times, while performing services for the Company, devote his best efforts, skill and ability to the Company, and shall perform his responsibilities in a competent and professional manner.

## 4. TERM

- 4.1 This Agreement shall be valid from the Effective Date and shall be effective till the end of May 2023, unless this Agreement is terminated as specifically provided for in clause 8 below (the “**Term**”). Post May 2023, the Consultant and the Company shall mutually decide whether the Consultant shall be engaged with the Company as a full-time employee on separate terms that shall be discussed and documented at that stage.

## 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Consultant hereby confirms and acknowledges that all Intellectual Property Rights, created, conceived or developed by the Consultant, whether alone or with other interns/consultants of the Company, in the course of performance of his duties with the Company, or otherwise during the Term during (so far as it relates to the Business) (“**Generated IPR**”), will belong to the Company absolutely, and the Consultant will have no rights in respect of such Generated IPR and shall make no claims in respect thereto. To the extent that any Generated IPR does not belong to the Company, the Consultant hereby

- irrevocably assigns, on a worldwide and perpetual basis, to the Company all such Generated IPR. The Consultant also undertakes to execute all such documents and take all such actions as may be required by the Company for the purposes of giving effect to the assignment contemplated in this Clause 5.1, at no additional cost to the Company or its Affiliates. The Consultant shall not, at any time, do or cause to be done, any act or thing, that (directly or indirectly) in any way impairs the Company's or its Affiliates' right, title or interest in the Generated IPR.
- 5.2 Any assignment of Generated IPR pursuant to this Agreement includes all rights of paternity, integrity, modification, disclosure and withdrawal, and any other similar rights in perpetuity throughout the world that may be known as or referred to as 'moral rights' ("**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable Law, the Consultant hereby irrevocably and unconditionally waives any and all Moral Rights or any rights of similar nature under any applicable Law in any jurisdiction in and to any Generated IPR. All rights, title and interest in Generated IPR, including the right to amend, alter, copy or commercially exploit the same, will belong solely to, and be for the benefit of, the Company.
- 5.3 The Consultant agrees that all written records of all Generated IPR during the term of the engagement with the Company, in the form of notes, sketches, drawings, and any other format, shall be available to and remain the sole property of the Company at all times.
- 5.4 It is understood that all Generated IPR created, conceived or developed by the Consultant in the course of the engagement with the Company shall be "works for hire", shall be considered as having been made under a contract of service and shall irrevocably vest with the Company worldwide, in perpetuity and on a royalty free basis, irrespective of the nature of consideration. For the avoidance of doubt, the Company shall have a right to freely develop and alter such Generated IPR and to license and assign them to third parties.
- 5.5 The Consultant irrevocably appoints the Company to be his attorney, in his name and on his behalf, to complete any instrument or do any such thing and to use his name solely for the purpose of giving to the Company or its nominee the full benefit of the provisions of this Clause 5.
- 5.6 The Consultant represents and warrants that all Generated IPR will be kept in strict confidence and shall use the same only for the purpose of the Business and benefit of the Company and for no other purpose, except with prior written consent of the Company.
- 5.7 The Consultant acknowledges that there are no currently existing ideas, processes, patents, copyrights, trademarks, service marks inventions, discoveries, marketing or business ideas or improvements or other intellectual property which the Consultant desires to exclude from the operation of this Agreement. The Consultant represents and warrants that there is no other contract to assign inventions, patents, trademarks, service marks, copyrights, ideas, processes, discoveries or other intellectual property that is now in existence between the Consultant and any other person.

## 6. CONFIDENTIAL INFORMATION

- 6.1 The Consultant expressly acknowledges and agrees that: (i) the provisions of this Clause 6 shall apply during and after the Term, regardless of the reason for termination / cessation of the engagement with the Company; (ii) in the course of the engagement with the Company, there may be some variations or improvements upon the Confidential Information, and the Consultant agrees and confirms that all such variations and improvements upon the Confidential Information shall form part of the Confidential Information and shall be the property of the Company and otherwise be treated as per the terms of this Clause 6; (iii) the Consultant may develop Confidential Information for Company, which shall not affect its status or treatment under this Clause 6; and (iv) the Consultant may learn of Confidential Information during the course of the Term.
- 6.2 The Consultant shall maintain confidentiality of the Confidential Information and shall not, without the prior written consent of the Company, divulge any Confidential Information to any other Person. The Consultant will not, unless required by Law, publish, publicly discuss, disclose or use in any way any Confidential Information that he has become aware of or generated during the course of his engagement with the Company or in connection with any of the matters referred to in this Agreement.
- 6.3 The Consultant agrees to indemnify and keep indemnified the Company, as the case may be, against all Losses which the Company may suffer or incur or which may be made against the Company as a result of any unauthorized disclosure or use of the Confidential Information by the Consultant or any Person related to or connected with the Consultant that may have access to such Confidential Information through the Consultant or due to any breach of the terms of this Agreement.

## **7. REPRESENTATIONS AND WARRANTIES OF THE CONSULTANT**

- 7.1 The Consultant represents and warrants to the Company that:
- a. the execution, delivery and performance by the Consultant of this Agreement will not violate, conflict with, result in a breach of the terms, conditions or provisions of, result in the creation of any encumbrances or constitute a default under any Law applicable to the Consultant;
  - b. this Agreement has been duly and validly executed by the Consultant and upon execution and delivery, this Agreement will constitute, legal, valid and binding obligations of the Consultant, enforceable against him in accordance with its terms;
  - c. he has executed this Agreement as his free and voluntary act, after having determined that the provisions contained in this Agreement are of benefit to him, and that the duties and responsibilities imposed on him under this Agreement are fair and reasonable and will not prevent him from earning a livelihood following the expiration/termination of this Agreement;
  - d. all information provided by the Consultant to the Company is complete, true and accurate.

## 7. TERMINATION

- 7.1 **Termination without Cause.** Either Party may be entitled to terminate this Agreement without cause or assigning any reason therefor, by giving at least two weeks' prior written notice to the other.
- 7.2 **Termination for Cause.** Notwithstanding anything contained herein, this Agreement may be terminated forthwith by the Company for cause, without any notice or payment in lieu thereof and without any liability of the Company.
- 7.3 **Effect of Termination**
- (i) Upon termination of this Agreement (which shall be effective as of the last date of the relevant notice period under this Clause 7, or in the absence of such a notice period, the date on which the engagement of the Consultant stands terminated), the obligations of the Company under this Agreement shall terminate.
  - (ii) All property of, or relating to, the Company as may be in the possession of the Consultant, including any Confidential Information, Generated IPR, data, information, files, books, magazines, reports, documents, manuals, audio and video tapes, pen drives and discs and any other knowledge databases of the Company, and all documents containing other proprietary information of the Company and any letter of authority or power of attorney issued to the Consultant, shall be surrendered to a Person duly authorized by the Company upon the termination of the Consultant Agreement.
  - (iii) The Consultant shall sign the Release Letter upon termination of the Agreement.
  - (iv) The termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior to the date of termination.
  - (v) Clauses 1 above (*Definitions and Interpretation*), Clause 5 (*Intellectual Property Rights*), Clause 6 above (*Confidential Information*), Clause 7.3 (*Effect of Termination*), Clause 8 below (*Notices*), Clause 9.2 below (*Entire Agreement*), and Clause 9.3 below (*Governing Law and Jurisdiction*), as are applicable or relevant thereto, shall survive termination of this Agreement.

## 8. NOTICES

- 8.1 **Service of Notice.** Except as may be otherwise provided herein, all notices, requests, waivers and other communications ("**Notices**") made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving it. Such Notice shall be served by delivering by hand, registered post, courier or electronic mail to the address set forth in the recitals to this Agreement.

- 8.2 **Change of Address.** A Party may change or supplement the addresses given above, or designate additional addresses for purposes of this Clause 8, giving the other Party written Notice of the new address in the manner set forth above.

## 9. MISCELLANEOUS

- 9.1 **Counterparts.** This Agreement may be executed in 2 (two) counterparts (including by facsimile transmission or electronic mail in “portable document format”), each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

- 9.2 **Entire Agreement.** This Agreement, together with all the Schedules, constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all previous communications, negotiations, commitments, either oral or written between the Parties with respect to the subject matter hereof.

### 9.3 Governing Law and Dispute Resolution.

- (i) This Agreement shall be governed in all respects by the Laws of India.
  - (ii) The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation amongst the Consultant and the Company.
  - (iii) Any dispute or claim, which is not amicably settled between the Parties within 30 days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be referred to arbitration by a sole arbitrator mutually appointed by both Parties in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereto. The venue of arbitration shall be Aurangabad, Maharashtra (India) unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in English and a record of the proceedings shall be maintained in English. The seat and venue of the arbitral proceedings shall be Aurangabad, Maharashtra (India).
  - (iv) Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve any of the Parties of their respective obligations under this Agreement.
  - (v) The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys’ fees, witness fees and other expenses incurred for its own benefit.
  - (vi) Subject to the provisions of this Clause 11.4, the Courts of competent jurisdiction at Aurangabad, Maharashtra (India) shall have exclusive jurisdiction over any disputes amongst the Parties.
- 9.4 **Severability.** If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then



the Parties shall negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

- 9.5 **Binding effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns. Notwithstanding the foregoing, neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof nor any of the documents executed in connection herewith may be assigned by any Party without the consent of the other Party.
- 9.6 **Amendments and Waivers.** This Agreement may be modified, amended or supplemented only by the mutual written agreement of the Parties. A waiver or any failure or delay by a Party to require the enforcement of the obligations, agreements, undertakings or covenants in this Agreement shall not be construed as a waiver by such Party of any of its rights, unless made in writing, referring specifically to the relevant provisions of this Agreement. Any such waiver shall not affect in any way the validity of this Agreement or the right to enforce such obligation, agreement, undertaking or covenant at any other time. All rights and remedies existing under this Agreement, except as otherwise provided herein are cumulative to, and not exclusive of any rights or remedies otherwise available.
- 9.7 **Costs and Expenses.** Each Party shall bear the respective costs and expenses incurred in connection with the preparation, negotiation and execution of this Agreement. In addition, all costs and expenses in relation to payment of any stamp duty and registration duty on this Agreement under applicable Laws shall be borne by the Company.
- 9.8 **Personal Information.** The Consultant consents to the Company or its agents collecting, using, disclosing and retaining personal information, for the purposes of managing and administering the engagement with the Company. The Consultant agrees that this includes information related to the creation, administration and termination of this Consultant Agreement, and may include the transmission of personal information in or outside India and/or exchange of personal information with third parties.

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement on the date written above.

Signed and delivered for and on behalf of  
LEGALSENSE TECHNOLOGIES PRIVATE LIMITED

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By: Saahil Dama  
Title: CEO  
Place: Aurangabad

Signed by

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Place: