This Agreement states the terms and conditions that govern the contractual agreement between **Klart' Digi** having his principal place of business at 223, Belagana Hally Road, Mysore, Karnataka -571 114, and Developers as mentioned in Annexure 1 who agrees to be bound by this Agreement.

WHEREAS, the **Klart' Digi** has conceptualized **CINE BOT (SOFTWARE FOR TO MANAGE THEATERES** (the "**Software**"), which is described in further detail on Exhibit A, and the Developers are contractors with whom the **Klart'Digi** has come to an agreement to develop the Software.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties to this Software Development Agreement, the Developer and the Client (individually, each a "**Party**" and collectively, the "**Parties**") covenant and agree as follows:

1. Developer's duties

The Client hereby engages the Developer and the Developer hereby agrees to be engaged by the Client to develop the Software in accordance with the specifications attached hereto as Exhibit A (the "**Specifications**").

1. The Developer shall complete the development of the Software according to the milestones described on the form attached hereto as Exhibit B. In accordance with such milestones, the final product shall be delivered to the **Klart'Digi** by [Final delivery date] (the "**Delivery Date**").

2. For a period of [Time frame] after delivery of the final product, the Developer shall provide the Client attention to answer any questions or assist solving any problems with regard to the operation for free of charge. The Developers agrees to respond to any reasonable request for assistance made by the Client regarding the Software within specified time frame of the request.

3. Except as expressly provided in this Software Development Agreement, the Client shall not be obligated under this Agreement to provide any other support or assistance to the Developer.

4. The **Klart'Digi** may terminate this Software Development Agreement at any time upon material breach of the terms herein and failure to cure such a breach within 1 month of notification of such a breach.

2. Delivery

The Software shall function in accordance with the Specifications on or before the Delivery Date.

1. If the Software as delivered does not conform with the Specifications, the Client shall within 3 months, of the Delivery Date notify the Developer in writing of the ways in which it does not conform with the Specifications. The Developer agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity.

2. The Client shall provide to the Developer written notice of its finding that the Software conforms to the Specifications within specified days of the Delivery Date (the "Acceptance Date") unless it finds that the Software does not conform to the Specifications as described in Section 2(A) herein.

3. Compensation

Compensation. In consideration for the Service,

The Klart' Digi will pay the consideration on basis of receipts of the product. The Klart' Digi will pay the consideration in the profit-sharing form. The percentage of sharing may be changed on the mutual consent of the parties. The Developers will get there share as follows:

Rajesh P -	13%
Gopinath –	7 %
Kumaresan –	12.75%
Arun Prasad-	12.75%
Gopal -	12.75%
Arun Natarajan-	12.75%
Kural-	11%
Sella Kumar-	11%
Navayuvan –	7%

4. Intellectual property rights in the software

The Parties acknowledge and agree that the **Klart'Digi** will hold all intellectual property rights in the Software. The Developer agrees not to claim any such ownership in the Software's intellectual property at any time prior to or after the completion and delivery of the Software to the **Klart'Digi**

5. Change in specifications

The **Klart'Digi** may request that reasonable changes be made to the Specifications and tasks associated with the implementation of the Specifications. If the Klart'Digi requests such a change, the Developer will use its best efforts to implement the requested change at no additional expense to the Klart'Digi and without delaying delivery of the Software. In the event that the proposed change will, in the sole discretion of the Developer, require a delay in the delivery of the Software or would result in additional expense to the Klart'Digi, then the Klart'Digi and the Developer shall confer and the Klart'Digi may either withdraw the proposed change or require the Developer to deliver the Software with the proposed change and subject to the delay and/or additional expense. The Klart'Digi agrees and acknowledges that the judgment as to if there will be any delay or additional expense shall be made solely by the Developer.

6. Confidentiality

i) The Developer shall not disclose to any third party the business of the Klart'Digi, details regarding the Software, including, without limitation any information regarding the Software's code, the Specifications, or the Client's business (the "Confidential Information"),

ii) Make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Klart'Digi, or

(iii) use Confidential Information other than solely for the benefit of the Klart'Digi.

7. Developer warranties

The Developer represents and warrants to the Client the following:

1. Development and delivery of the Software under this Agreement are not in violation of any other agreement that the Developer has with another party.

2. The Software will not violate the intellectual property rights of any other party.

8. Indemnification

The Developer agrees to indemnify, defend, and protect the Klart'Digi from and against all lawsuits and costs of every kind pertaining to the software including reasonable legal fees due to the Developer's infringement of the intellectual rights of any third party.

9. No modification unless in writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

10. Applicable law

This Software Development Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Karnataka and subject to the exclusive jurisdiction of the federal and state courts located in India, Karnataka.

IN WITNESS WHEREOF, each of the Parties has executed this Software Development Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

For Klart'Digi

Developers

(Gopinath)

(Arun Prasad)

(Gopal)

(Arun Natarajan)

(Kural)

(Sella Kumar)

(Navayuvan)

ANNEXURE 1
Details of Developers

1. Rajesh P
2. Gopinath
3. Kumaresan
4. Arun Prasad
5. Gopal
6. Arun Natarajan
7. Kural
8. Sella kumar
9. Navayuvan

Exhibit A
Software specifications