



SUB-CONTRACTOR AGREEMENT

SUB-CONTRACTOR INFORMATION SHEET/ CHECKLIST

Dear Sub-Contractor:

Please complete the following information sheet/checklist and return with all the documents.

Company: Buzzworks Business Services Private Limited

Name: Rajasekar S

Address: 3rd floor of Murugesan Naicker Building, Door No.84, Thousan lights, Greams Road, Chennai – 600006

President/CEO: Dev

Main Contact: Neelima C

Email Address: neelima.c@buzzworks.com

HR Contact: Harini

Email Address: candidatemanager@buzzworks.com

Billing Contact: Venkatasubbu

Phone: +91 8778068799

Email Address: dev@buzzworks.com

Title: Senior Manager

Phone: +91 8861599960

Title: Candidate Manager

Phone: +91 9790077115

Title: Senior Manager – Finance & Accounts

Email Address: venkatasubbu@buzzworks.com

Phone: +91 9600002838

Legal Contact: Gifty

Email Address: legal@buzzworks.com

Title: Executive - Legal

Phone: +919980716499

<p>PLEASE ENCLOSE THE BELOW MENTIONED DOCUMENTS IN ORDER TO SUBCONTRACT THROUGH ETEAM, INC. AND ITS AFFILIATES:</p>
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- Signed sub-contractor agreement
- Signed purchase order (exhibit A)
- A copy of certificate of liability insurance
- A copy of articles of incorporation, latest copy of officer's certificate or certificate of formation (if you are an LLC) or similar proof of incorporation
- Voided copy of business check (or other proof of business bank account) and a copy of Direct Deposit form
- GST Certificate of the Agency/Subcontractor
- Audited Balance Sheet – Last 3 Financial Year of the Agency
- PF registration certificate
- ESIC certificate & 17-digit code allotment letter copy
- Registration under Shops & Establishment Act
- Labour Welfare registration certificate
- PAN No.



- MSME certificate
- TAN registration number
- Other documents as and when requested.

SUB-CONTRACTOR AGREEMENT

This SUB-CONTRACTOR AGREEMENT ("**Agreement**") is made, entered into and binding as of 01.09.2023 ("**Effective Date**"), by and between **eTeam Infoservices Pvt. Ltd. and its Affiliates**, ("**Company**") and **Buzzworks Business Services Private Limited** ("**Sub-Contractor**"). This Agreement may refer to either Company or Contractor, as applicable, as a "**Party**" or collectively as the "**Parties**". The Parties agree:

WHEREAS, the Company desires to have Sub-Contractor provide certain services, as more fully described herein; and

WHEREAS, Sub-Contractor is able, willing and capable, and possesses the necessary technical knowledge, trained personnel, equipment, licenses and expertise to perform such services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Unless otherwise defined, capitalized terms used herein shall carry the following meanings:

(a) "**Affiliate**" means any company or entity that has eTeam, Inc. as its ultimate parent company. The liability of each Affiliate under this Agreement shall be several and not joint. Each Affiliate shall only be liable for those obligations expressly arising out of each Purchase Order (hereinafter defined) to which it is a party. In no event will Company be liable for any of the obligations or liabilities of any Affiliate pursuant to this Agreement.

(b) "**Client**" means the end client or clients for whom Subcontractor is performing the Services (hereinafter defined), including its parents, subsidiaries, affiliates, successors and assigns as identified in each Purchase Order issued in connection with this Agreement.

(c) "**Compensation**" means all forms of payment, reimbursement or remuneration whatsoever, including, but not limited to, hourly fees, project fees, travel costs and expense reimbursements.

(d) "**Confidential Information**" means information of the Company or the Client, to the extent not considered a Trade Secret (as defined in Section 1(m)) under applicable law that (i) relates to the business of the Company or the Client, (ii) possesses an element of value to the Company Group or the Client, (iii) is not generally known to the Company Group's or the Client's competitors, and (iv) would damage the Company or the Client if disclosed. Confidential Information includes, but is not limited to, (i) future business plans, (ii) the composition, description, schematic or design of products, future products or equipment of the Company or the Client, (iii) communication systems, audio systems, system designs and related documentation, (iv) advertising or marketing plans, (v) information regarding independent contractors, employees, clients and customers of the Company or the Client, and (vii) information concerning the



Company's or the Client's financial structure and methods and procedures of operation. Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure, (ii) has been independently developed and disclosed by others without violating this Agreement or the legal rights of any party, or (iii) otherwise enters the public domain through lawful means and no action of Sub-Contractor.

(e) "**Employee**" means an employee or a Temporary Personnel as per the requirement mentioned in Purchase Order.

(f) "**Purchase Order**" means a fully executed document between the Parties which defines the scope of the Services to be provided by Sub-Contractor and/or Sub-Contractor Personnel (hereinafter defined), and which may contain other material terms and conditions, including, but not limited to, payment terms, in substantially the form of **Exhibit A**, Purchase Order, attached herewith.

(g) "**Services**" means those services required to be performed by Sub-Contractor and/or Sub-Contractor Personnel as more fully outlined in each applicable Purchase Order.

(h) "**Sub-Contractor's Employee**" means any employee of Sub-Contractor, collectively "Sub-Contractor's Employees".

(i) "**Sub-Contractor Personnel**" means, collectively, Sub-Contractor's Employees, Secondary Contractors and Secondary Contractor's Employees. In addition, to the extent Sub-Contractor (i) (A) is an unincorporated individual, or (B) a partner, principal, stake holder, equity holder, proprietor or owner of Sub-Contractor but not an employee of Sub-Contractor, and (ii) personally performs Services, then such Sub-Contractor shall be included in the definition of "Sub-Contractor Personnel" for purposes of this Agreement.

(j) "**Secondary Contractor**" means any entity or individual performing services on behalf of Sub-Contractor, collectively "Secondary Contractors".

(k) "**Secondary Contractor Employee**" means any employee of Secondary Contractor, collectively "Secondary Contractor's Employees".

(l) "**Trade Secrets**" means information of the Client, and its licensors, suppliers, clients and customers which is not commonly known or available to the public and which information (i) derives actual or potential economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Trade Secrets include, but are not limited to, technical or nontechnical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers.

(m) "**Work Product**" means (i) any data, databases, materials, documentation, computer programs, inventions (whether or not patentable), designs, and/or works of authorship, including but not limited to, discoveries, ideas, concepts, properties, formulas, compositions, methods, programs, procedures, systems, techniques, products, improvements, innovations, writings, pictures, audio, video, images and artistic works, and (ii) any subject matter protected under patent, copyright, proprietary database, trademark, trade secret, rights of publicity, confidential information, or other property rights, including all worldwide rights therein, that is or was conceived, created or developed in whole or in part by Sub-Contractor and/or Sub-Contractor Personnel in connection with the Services, whether prior to or after the date of this Agreement, and that



either (A) is created within the scope of the Services, (B) is based on, results from, or is suggested by the Services and is directly or indirectly related to the business of the Client or a line of business that the Client may reasonably be interested in pursuing, (C) has been or will be paid for by the Company or the Client, or (D) was created or improved in whole or in part by using the Company's or the Client's time, resources, data, facilities or equipment.

2. **Scope of Services.** Sub-Contractor shall, and shall cause its Sub-Contractor Personnel, to perform the Services set forth in each Purchase Order. Each Purchase Order shall be governed by, and subject to, the terms of this Agreement. To the extent of any conflict between this Agreement and a Purchase Order, this Agreement shall supersede the Purchase Order to the extent of such conflict unless the Parties expressly provide to the contrary in the Purchase Order. Modifications to any Purchase Order shall not be effective unless signed by both Parties.

3. **Term and Termination.**

(a) General. The term of this Agreement shall begin on the Effective Date, and end when either: (a) the Company notifies Sub-Contractor that this Agreement has been terminated; or (b) Client wants to terminate for convenience or performance issue

(b) Effect of Termination/ Survival of Certain Provisions. Upon termination of this Agreement or applicable Purchase Order, in Client's sole discretion, Sub-Contractor shall (a) require Sub-Contractor Personnel to continue the assignment through the period of time referenced in the Purchase Order and agrees not to remove such personnel from the assignment without prior written consent of Company and/or Client and (b) Based on agreement between Company and its Client, Client may have the right to hire the personnel assigned at the client locations. In such situations, Sub-Contractor agree to release such sub-contractor Personnel from all noncompetition agreements so they may seek employment with Client. Company agrees to pay the conversion fees only when it is paid by the Client and not otherwise. Company shall pay such fees within 5 days of receipt of such fess from the Client. In addition, Company have the right to hire the sub-contractor Personnel in case Sub-Contractor fails to pay the personnel timely as prescribed in their Agreement with Sub-Contractor. All of Sub-Contractor's post-termination obligations contained herein shall survive the termination of this Agreement and any applicable Purchase Order.

4. **Compensation, Payment and Taxes.**

(a) Submission of Invoices or Time Sheets. Sub-Contractor shall submit invoices or time sheets to the Company or the Client in such form and on such timeframes as specified in an applicable Purchase Order or as otherwise directed or approved by the Company from time-to-time. Sub-Contractor will submit compensation to Company in the form of monthly payments based on the billable hours approved by Client in writing on timesheets submitted by Sub-Contractor's temporary personnel. Company shall pay Sub-Contractor within forty-five (45) days of the receipt of invoice. Company shall only be liable to pay any invoice only on receipt of its corresponding payments from Client and not otherwise.

(b) A billable hour shall be defined as any hour the Sub-Contractor's temporary personnel has worked at the Client site that is recorded on Company's timesheet and has been approved by an authorized representative of the Client countersigning the timesheet. The periods for reporting hours are Monday through Sunday or any other weekly schedule as required by the client and communicated to Company. The Sub-Contractor must submit the timesheet to the Company no later than 9 :00 am on the first business day following the end of each period indicated above.

- (c) Any delays or deficiencies in complying with timely submissions of approved timesheets may result in delayed payments. If such delays by Company are for 60 days or more for any reason, Company waives the right to payment for such work and expense as were subject to the delayed reporting.
- (d) Pass Through Charges. Upon notice to Sub-Contractor the Company may pass through to Sub-Contractor any mandatory fees, taxes, surcharges or similar amounts arising from the performance of the Services by Sub-Contractor or Sub-Contractor Personnel, including, but not limited to, excise taxes and ad valorem taxes, charged by any government, governmental unit, or other agency, department, division, subdivision or other entity have jurisdiction over the Services. For the avoidance of doubt, the pass-through charges described in this Section 4(d) shall not include taxes imposed upon the gross revenue or profits of the Company.
- (e) Condition Precedents to Payment of Compensation. Notwithstanding anything to the contrary set forth in this Agreement or any applicable Purchase Order, Sub-Contractor acknowledges, agrees and understands that the Company shall only be obligated to pay Compensation to Sub-Contractor if, and only if, (i) the Compensation is explicitly authorized by an applicable Purchase Order, (ii) Sub-Contractor has complied with Section 4(a) above, and (iii) provided that the conditions in (i) and (ii) are satisfied, Sub-Contractor acknowledges, agrees and understands that the Company shall then, and only then, be obligated to pay Compensation to Sub-Contractor to the extent that Client pays the Company for such Compensation (such amount paid by the Client to the Company the “**Amount Due To Sub-Contractor**”).
- (f) Wait Time. Sub-Contractor acknowledges and agrees that: (i) it maintains an independent business and, subject to the provisions set forth herein and in each applicable Purchase Order, may work on other projects and provide services to other persons and entities during or after the term of this Agreement, and (ii) under no circumstances shall Sub-Contractor or any Sub-Contractor Personnel be entitled to any Compensation whatsoever unless expressly authorized by an applicable Purchase Order. With respect to (ii) in the preceding sentence and for the avoidance of doubt, not limitation, Sub-Contractor shall not be entitled to any Compensation whatsoever for any wait time of Sub-Contractor or any Sub-Contractor Personnel under any Purchase Order unless such Purchase Order expressly authorizes such wait time. For purposes of this Section 4(e), “wait time” means any period of time that Sub-Contractor or any Sub-Contractor Personnel are waiting to perform Services, or may be waiting to perform services which have not yet been memorialized and agreed upon in an applicable Purchase Order. In addition, Company shall not be liable to pay for any time, wherein the Sub-contractor Personnel is induced for wait time to perform or such performance is delayed due to Client requirement.
- (g) The Sub-Contractor shall ensure that any duty/tax exemption benefit to the Sub-Contractor resulting in the reduction in the prices, pursuant to the introduction of Goods and Services Tax (“GST”), shall be passed on to Company by commensurate reduction in prices.
- (h) The Sub-Contractor shall ensure that the invoices issued contains all the mandatory fields as required under the GST Rules and are complaint from GST perspective. The Sub-Contractor agrees to reimburse Company with the tax amount along with applicable interest and penalty, if Company is unable to avail the credit due to non-adherence to invoicing rules framed under GST.

- (i) The Sub-Contractor agrees that it shall promptly upload the details of all the supplies made to Company in the statement/return within the time limit as prescribed under the GST law. The Parties agree that in case any credit, is denied or delayed to Company due to any non-compliance by the Sub-Contractor (such as failure to upload the details of the sale on the GSTN portal, failure to pay goods and services tax to the government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Sub-Contractor, or due to non-acceptance of the details modified or included by Company, the Sub-Contractor shall take requisite steps to correct the error within a reasonable time period so that the tax credit is passed on to Company. If the Sub-Contractor fails to correct the error, it shall reimburse to Company the loss to the extent of the applicable tax, interest & penalty.
 - (j) The Sub-Contractor shall ensure that the invoice raised is as per the details mentioned in the Purchase Order. If the invoice raised has deviation from that of the Purchase Order (i.e. if wrong GSTIN is mentioned/ if incorrect place of supply is mentioned) due to which Company is unable to input tax credit, the Sub-Contractor undertakes to correct the error within a reasonable time period so that the tax credit is passed on to Company. If the Sub-Contractor fails to correct the error, it shall reimburse to Company the loss to the extent of the applicable tax, interest & penalty.
 - (k) The Sub-Contractor shall ensure that no GST is levied on the services provided to SEZ units of Company as they will be construed as zero-rated supply or if the GST levied, Company will not reimburse the tax cost to the Sub-Contractor.
5. **EXPENSES.** No travel, living, and/or entertainment costs will be paid by Company. Whether the Client for whom Sub-Contractor is performing services will pay any such costs is a matter solely between Company and the Client, but in the event, Client has an expense policy, Sub-Contractor agrees to adhere to such policy strictly. Sub-Contractor should include in its invoice any reimbursable expenses authorized by the Client in accordance with industry practice and Client's policy. Expenses shall be paid by the Company, within 5 days of receipt of payment of such expenses is received by the Company from the Client. Company will not pay for or provide training, tools, equipment or other materials to Sub-Contractor. Sub-Contractor's invoiced hours will include no time spent in formal training and Sub-Contractor represents that it is not being provided such formal training by Company, the Client or anyone acting on behalf of Company or Client.
6. **Time of Commencement and Completion.** Sub-Contractor shall start and complete performance of the Work/services as outlined in the applicable Purchase Order. All times specified in this Agreement for the completion of Work are of the essence of the Agreement between the parties. Non-compliance of this provision will be construed as a material breach of this Agreement.
7. **Warranty.** Sub-Contractor agrees to provide a two (2) week performance warranty on each Consultant contracted by Company and as named in a Purchase Order. Should the Consultant's Work prove to be defective or unsatisfactory, Sub-Contractor agrees to provide an acceptable replacement Consultant within one (1) business day of being informed of such by Company. In addition, Sub-Contractor warrants that all Work furnished by Contractor shall be performed in a workmanlike manner and shall comply with all terms and conditions of the contract documents, including, but not limited to, all quality standards set forth in the applicable Purchase Order. Work not conforming with the foregoing warranty



shall be deemed to be defective and Sub-Contractor shall not be entitled to any compensation for such defective Work. The foregoing shall not limit any other remedies that may be available to Company.

8. **Ownership.** The Services may include inventing in areas directly or indirectly related to the business of the Client or to a line of business that the Client may reasonably be interested in pursuing. All Work Product shall constitute work made for hire. If (a) any of the Work Product may not be considered work made for hire, or (b) ownership of all right, title, and interest in and to the Work Product will not vest exclusively in the Client, then, without further consideration, Sub-Contractor assigns, and shall cause all Sub-Contractor Personnel to assign, all presently existing Work Product to the Client, and agrees to assign, and automatically assigns, all future Work Product to the Client. The Client will have the right to obtain and hold in its own name copyrights, patents, design registrations, proprietary database rights, trademarks, rights of publicity, and any other protectable interests available in the Work Product. At the Client's request, Sub-Contractor agrees to perform and to cause Sub-Contractor Personnel to perform, during or after Sub-Contractor's engagement with the Company, any reasonable acts to transfer, perfect and defend the Client's ownership of the Work Product. Sub-Contractor agrees to promptly upon creation disclose in writing to Company a full, detailed, written description of any Work Product in which Sub-Contractor and any Sub-Contractor Personnel is or was involved (solely or jointly with others) and the circumstances surrounding the creation of such Work Product.

9. **Non-Disclosure of Confidential Information and Trade Secrets.**

(a) Sub-Contractor shall not and shall cause Sub-Contractor Personnel not to: (i) use, disclose or reverse engineer the Trade Secrets or the Confidential Information for any purpose other than in connection with the performance of the Services; or (ii) upon the termination of Sub-Contractor's engagement with the Company, (A) retain Trade Secrets or Confidential Information, including any copies existing in any form (including electronic form) which are in Sub-Contractor's or any Sub-Contractor Personnel's possession, custody or control, or (B) destroy, delete or alter the Trade Secrets or Confidential Information without prior written consent from the Company.

(b) Sub-Contractor shall protect, and shall cause Sub-Contractor Personnel to protect, the confidentiality of the Confidential Information and Trade Secrets at least as stringently as Sub-Contractor protects its own confidential information, but in no event may Sub-Contractor exercise, or permit any Sub-Contractor Personnel to exercise, less than a reasonable degree of care to protect such information. Access to the Confidential Information and Trade Secrets shall be restricted to Sub-Contractor and Sub-Contractor Personnel on a strict need-to-know basis. Sub-Contractor shall not disclose any Confidential Information or Trade Secrets to any third party without the prior written consent of the Company. The Confidential Information and Trade Secrets may not be copied or reproduced without the Company's prior written consent.

(c) In the event that Sub-Contractor or any Sub-Contractor Personnel are required by law or court order to disclose any Confidential Information, Sub-Contractor will (i) promptly notify the Company in writing and in no event later than ten (10) business days prior to any such disclosure; (ii) cooperate with the Company and/or Client to preserve the confidentiality of such Confidential Information consistent with applicable law; and (iii) use its best efforts to limit any such disclosure to the minimum disclosure necessary to comply with such law or court order.

(d) The obligations under this Agreement shall: (i) with regard to the Trade Secrets, remain in effect as long as the information constitutes a trade secret under applicable law; and (ii) with regard to the



Confidential Information, remain in effect for two (2) years after the date such information ceases to be used in connection with the Services.

10. **Representations and Warranties.** Sub-Contractor represents and warrants that: (a) during the term of this Agreement and during any period of time in which it performs Services, it will not be subject to any legal or contractual duty or agreement that would prevent, prohibit or interfere with its obligations hereunder or in connection with the performance of the Services; (b) it has full right and power to enter into this Agreement and each applicable Purchase Order; (c) it will provide all Services, and fulfill all of its obligations hereunder, in good faith and in a professional, responsible and capable manner; (d) it will not violate any intellectual property rights of any third party in connection with the performance of the Services; (e) all the Sub-Contractor Personnel submitted are not fake and the information furnished by such Sub-Contractor Personnel or Sub-Contractor is complete and accurate and truthful up to the best of sub-Contractor's knowledge and (f) all Services, including, but not limited to, any deliverables set forth in an applicable Purchase Order, will be original unless otherwise agreed in writing by the Company.

11. **BACKGROUND CHECK/DRUG TESTING.** Sub-Contractor's personnel assigned to work at the Client's location must agree to submit to required drug testing per Client's requirements. In addition, Sub-Contractor's personnel must agree to submit to any required background checks per Client's requirements. Unless reimbursed by the Client, the associated cost for all such checks/tests will be billed to and paid by Sub-Contractor. Sub-Contractor agrees to allow the Company to run all checks as per the Client's requirements and Company shall set-off such amount in the payments due to Sub-Contractor by the Company.

12. **Acknowledgements.**

(a) Sub-Contractor. Sub-Contractor acknowledges and agrees to fully observe and comply with, and shall cause Sub-Contractor Personnel to fully observe and comply with, all applicable local, state and federal laws and regulations and orders of any government or governmental agency or department in the performance of the Services and all of its obligations hereunder, including, but not limited to, the Fair Labor Standards Act, Title VII, and the Occupational Safety and Health Act and Affordable Care Act (ACA). In addition, Sub-Contractor acknowledges and agrees that it shall comply with, and shall cause Sub-Contractor Personnel to comply with, the policies, procedures and rules governing the performance of the Services, as such policies, procedures and rules may be communicated to Sub-Contractor from time-to-time.

(b) Sub-Contractor's Employees. Sub-Contractor acknowledges and agrees that: (i) Sub-Contractor Employees performing Services, whether or not such Services are being performed on the property of the Company or the Client and regardless of the nature of the task being performed, are exclusively employed by Sub-Contractor; (ii) Sub-Contractor's Employees are not employed or engaged by the Company or the Client; (iii) it is Sub-Contractor's sole responsibility to hire and discharge Sub-Contractor's Employees; (iv) neither the Company nor the Client has the right, power or authority to hire or discharge Sub-Contractor's Employees; (v) it is solely responsible to pay Sub-Contractor's Employees, to pay all applicable employment taxes with respect to such employees, and to provide employee benefits, if any and as applicable, to such employees; (vi) Sub-Contractor's Employees are exclusively employed by Sub-Contractor and not jointly with the Company and/or the Client; and (vii) during the performance of Services, Sub-Contractor Employees shall be legally authorized to work in India in compliance with applicable law.

(c) Secondary Contractors. Sub-Contractor acknowledges and agrees that: (i) Secondary Contractors performing Services, whether or not such Services are being performed on the property of the Company or the Client and regardless of the nature of the task being performed, are engaged by Sub-Contractor; (ii) Secondary Contractors are not engaged by the Company or the Client in connection with the Services; (iii) neither the Company nor the Client have any right, power or authority to engage or terminate Secondary Contractor's relationship with Sub-Contractor; and (iv) neither the Company nor the Client have any responsibility whatsoever to provide any Compensation to Secondary Contractors in connection with the Services.

(d) Secondary Contractor's Employees. Sub-Contractor acknowledges and agrees that: (i) Secondary Contractor's Employees performing Services, whether or not such Services are being performed on the property of the Company or the Client and regardless of the nature of the task being performed, are not employed by the Company or the Client; (ii) neither the Company nor the Client have any right, power or authority to hire or discharge Secondary Contractor's Employees; (iii) neither the Company nor the Client have any responsibility whatsoever to provide any Compensation to Secondary Contractor's Employees, provide such Secondary Contractor's Employees with employee benefits, or to pay any applicable employment taxes with respect to such Secondary Contractor's Employees; and (iv) during the performance of Services, Sub-Contractor Employees shall be legally authorized to work in India in compliance with applicable law.

(e) Sub-Contractor Personnel. Sub-Contractor acknowledges and agrees that, except for Sub-Contractor Personnel, Sub-Contractor shall not assign or permit any other person or entity to perform Services. In addition, and for the avoidance of doubt, not limitation, and at any time and for any reason, Sub-Contractor acknowledges and agrees that the Company may terminate this Agreement, and the Company or the Client may disallow any Sub-Contractor to perform or continue performing Services.

13. **Indemnification.** Sub-Contractor shall fully indemnify, hold harmless and defend the Company Group from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to, in whole or in part, (a) any breach of any representation or warranty of Sub-Contractor contained in this Agreement, (b) any breach or violation of any covenant or other obligation or duty of Sub-Contractor under this Agreement or under applicable law, (c) from claims that the Work and/or services performed hereunder infringe upon the rights of any third party; (d) for bodily injury, sickness or death, or from any injury to or destruction of property, (e) any error, omission, misconduct or negligence by or caused by Sub-Contractor or any Sub-Contractor Personnel, and/or (f) any failure to perform or complete the Services.

14. **Limitation of Liability.** IN NO EVENT WILL COMPANY GROUP OR CLIENT BE LIABLE TO SUB-CONTRACTOR OR SUB-CONTRACTOR PERSONNEL FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR EXPENSES OF SUB-CONTRACTOR OR ANY SUB-CONTRACTOR PERSONNEL OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY PURCHASE ORDER, REGARDLESS OF HOW SUCH LOSSES, DAMAGES OR EXPENSES ARISE AND IRRESPECTIVE OF WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, DAMAGES OR EXPENSES.

15. **Non-Disparagement.** During the term of this Agreement and for a period of eighteen (18) months after this Agreement terminates for any reason, Sub-Contractor shall not make any public disparaging



statements concerning (a) Company Group or Client, or (b) the business or operations of Company Group or the Client.

16. **Employee Non-Recruit.** During the term of this Agreement and for a period of twelve (12) months after this Agreement terminates for any reason, Sub-Contractor shall not, directly or indirectly, solicit, recruit or induce any Employee to (a) terminate his or her employment relationship with the Company, or (b) work for, or become engaged by, any other person or entity. The restrictions set forth in the preceding sentence only apply to Employees with whom Sub-Contractor had contact during the term of this Agreement.

17. **Contractor Non-Recruit.** During the term of this Agreement and for a period of twelve (12) months after this Agreement terminates for any reason, Sub-Contractor and Sub-Contractor Personnel shall not, directly or indirectly, solicit, recruit or induce any Contractor to (a) terminate his, her or its relationship with the Company, or (b) work for, or become engaged by, any other person or entity or (c) advise another of the opportunity to provide, any services to a Client where Sub-Contractor Personnel previously provided services to the Client on behalf of Company or was otherwise introduced through Company;. The restrictions set forth in the preceding sentence only apply to Contractors with whom Sub-Contractor had contact during the term of this Agreement.

18. **RETURN OF CLIENT PROPERTY.** Sub-Contractor agrees that upon termination of services of their personnel, Sub-Contractor will deliver to Company all keys, pass cards, identification cards or any equipment or materials of any nature in Sub-Contractor's possession or control that were provided to its personnel by Company or Company's Client. In the event Sub-Contractor/or its personnel fails to return any such property within 24 hours (or provide trackable proof of mailing within 24 hours) of termination of employment, Sub-Contractor acknowledges and agrees to be liable for the reasonable replacement value of such unreturned/destroyed property including all costs associated with such replacement, and that the reasonable replacement value of such unreturned/destroyed property including all costs associated with such replacement, may, at Sub-Contractor's sole discretion, be deducted from the payment of any form of compensation Company owes to Sub-Contractor. Further, Sub-Contractor Personnel understands that Such sub-contractor personnel brings to and/or stores any of its personal property at a Client facility at its own risk. Company is not responsible for the return or preservation of such personal property of Sub-Contractors Personnel at the conclusion of Agreement/PO, or at any other time.

19. **Relationship of Parties.** Sub-Contractor acknowledges and agrees that it is an independent contractor to the Company. Sub-Contractor shall be fully responsible for its own federal, state and local taxes and acknowledges that, as an independent contractor, neither Sub-Contractor nor any Sub-Contractor Personnel are eligible to participate in any employee benefit program or plan which is or may be offered by the Company to its employees. Sub-Contractor further understands and agrees that neither Sub-Contractor nor any Sub-Contractor Personnel is covered under the Company's worker's compensation insurance or state unemployment insurance coverages. Sub-Contractor expressly represents that it is an independent contractor under the laws of the India and the common law and acknowledges that the Company is strictly relying upon this representation. The Parties acknowledge and agree that this Agreement does not constitute or appoint Sub-Contractor or any Sub-Contractor Personnel as an agent of the Company or the Client for any purpose whatsoever. Sub-Contractor is prohibited from acting, or holding itself out, as an agent of the Company or the Client.

20. **Insurance.** In connection with the performance of Services, Sub-Contractor shall purchase and maintain for itself and on behalf of Sub-Contractor's Employees, and shall cause Secondary Contractors to maintain, on behalf of such Secondary Contractor and such Secondary Contractor's Employees: (a) Worker's Compensation in compliance with applicable Employee's Compensation Act, 1923; (b) Employer's liability insurance of not less than Rs. 2,00,000 per accident per employee; (c) Commercial/Comprehensive General



Liability insurance in an amount of not less than Rs. 2,00,000 per occurrence for bodily injury, personal injury and/or property damage and Rs. 2,00,000 general aggregate; and (f) and an umbrella coverage in aggregate of Rs. 50,00,000 and any other insurance as may be reasonably required by local, state or federal government or regulatory authority, or as may otherwise be required by the Company or the Client from time-to-time. The policies of insurance described above shall be endorsed to include that each such policy is primary and non-contributory to any insurance or self-insurance maintained by the Company or the Client. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, AND FOR PURPOSES OF CLARITY, THE REQUIRED MINIMUM LIMITS OF COVERAGE SHOWN ABOVE SHALL NOT IN ANY WAY RESTRICT OR DIMINISH THE LIABILITY OF THE INSURED. For all of the policies listed above, Sub-Contractor shall arrange for the Company and the Client to each be named as an additional insured, provide for a waiver of subrogation in favor of Company and the Client, and shall require that the Company receive written notification not less than thirty (30) days prior to a cancellation or modification of the coverage provided under each such policy.

21. **Direct Hire.** In the event that Client/Company directly hires any Sub-Contractor's Employee as an employee or contractor ("Direct Hire"), Company shall pay to Company a placement fee ("Placement Fee") in form of a percentage of Assigned Personnel's first year base salary as set forth below in the Conversion Schedule. Base salary does not include bonuses, overtime, benefits, commissions or other incentive calculations. Any Placement Fee shall be paid to Sub-Contractor within ten (10) business days from receipt of payment from Client.

Conversion Schedule

2-4 Months: 30% of the actual conversion fee.

4-6 Months: 20% of the actual conversion fee

6 Months and above: No conversion fee.

22. Flow-Down Provisions.

(a) From time-to-time, Client may direct the Company to enforce, clarify, revise, or impose a new policy or requirement on Sub-Contractor, or may cause Sub-Contractor to enforce, clarify, revise or impose a new policy or requirement on Sub-Contractor Personnel (collectively, the "**Flow-Down Provisions**"). The Flow-Down Provisions applicable to each Client shall be issued from time to time, from Client in connection with the Purchase Order issued pursuant to this Agreement. and the Flow-Down Provisions shall be binding on Sub-Contractor and Sub-Contractor Personnel. However, in the event of a conflict between this Agreement and the Flow-Down Provisions, the Flow-Down Provisions shall control but only to the extent of such conflict.

(b) As a condition to providing the Services to Client, Sub-Contractor shall sign and be subject to the Flow-Down Provisions will be issued pursuant to the applicable Purchase Order or as provided to the Sub-Contractor pursuant to any Flow-Down Notice.

23. **Injunctive Relief.** Since monetary damages may be difficult to ascertain and are likely to may be inadequate to compensate either party in the case of any breach of this Agreement by the other party, the Parties agree that either party shall be entitled to injunctive relief (both temporary and permanent) for any breach or proposed breach of this Agreement to the fullest extent permitted by applicable law. In addition, the party who is found to have breached this Agreement shall be liable for any damages, costs and fees



(including but not limited to attorney's fees, filing fees, arbitration fees, or mediation fees) incurred by the other non-breaching party and relating to such breach. Each party also agrees to indemnify and hold harmless the other for any and all losses, costs and other liabilities incurred, including costs and fees (including but not limited to attorney's fees, filing fees, arbitration fees, or mediation fees), relating to proximately caused by any breach of the obligations set forth herein.

24. **Entire Agreement.** This Agreement, including Exhibits which are incorporated herein by reference, constitutes the entire agreement between the Parties concerning the subject matter of this Agreement. This Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the Parties relating to the subject matter of this Agreement.

25. **Severability; No Strict Construction.** The provisions of this Agreement are severable. If any provision is determined to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions shall remain in full force and effect. If there is a dispute about the language of this Agreement, the fact that one Party drafted this Agreement, or any portion of this Agreement shall not be used in its interpretation.

26. **Waiver.** The Company's failure to enforce any provision of this Agreement shall not act as a waiver of that or any other provision. The Company's waiver of any breach of this Agreement shall not act as a waiver of any other breach.

27. **Amendments.** This Agreement may not be amended or modified except in writing and signed by both Parties.

28. **Notice.** Any notice given pursuant to this Agreement will be in writing and will be deemed to have been given: (a) when delivered personally, by courier or by express service; (b) five (5) days following its deposit into the mail (certified mail, return receipt requested, or first class postage prepaid), addressed to the other Party at the address set forth below; or (c) on the date of its transmission if sent via email or fax to the email address or fax number of the other Party's Primary contact person. Either Party may designate a different address by notice to the other given in accordance herewith.

<u>If to Company:</u> eTeam Infoservices Pvt. Ltd. 3rd Floor, Suite No. C/5 B-8, Sector 2, Noida, Gautam Buddha Nagar, Uttar	<u>If to Sub-Contractor:</u> Buzzworks Business Services Private Limited 3rd floor of Murugesan Naicker Building, Door No.84, Thousan lights, Greams Road, Chennai - 600006
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29. **Assignment.** This Agreement shall be assignable to, and shall inure to the benefit of, the Company's successors and assigns, including, without limitation, successors through merger, name change, consolidation, or sale of a majority of the Company's stock or assets, and shall be binding upon Sub-Contractor. Sub-Contractor may not assign or transfer its rights or obligations hereunder to any other person or entity without the prior written consent of the Company.



30. **Third Party Beneficiaries.** The Company Group and the Client (collectively, the “**Third Party Beneficiaries**”) shall be third party beneficiaries to this Agreement and shall have the authority and right to enforce the terms of this Agreement. The terms set forth in this Agreement are intended to benefit the Third-Party Beneficiaries, and Sub-Contractor expressly acknowledges and agrees that this Agreement shall inure to the benefit of, and shall be enforceable by, the Third-Party Beneficiaries.

31. **Force Majeure.** A Party (the “**Force Majeure Party**”) shall not be deemed in default of this Agreement, nor shall it hold the other Party (the “**Non-Force Majeure Party**”) responsible for, any cessation, interruption, or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott, unavoidable casualty, embargo, unforeseen government order, act of a civil or military authority, or any similar unforeseen event that renders performance commercially implausible and such event is beyond the reasonable control of the Force Majeure Party; provided that the Force Majeure Party (a) gives prompt written notice (to the extent reasonably possible under the circumstances) to the Non-Force Majeure Party, and (b) takes steps (to the extent reasonably possible under the circumstances) to mitigate the effects of the force majeure event.

32. **Compliance with Laws.** Sub-Contractor expressly agrees and represents that it is in compliance with all local, state and national laws with regards to employment and labour laws of India and other applicable laws to be in compliance with the line of business. Further, Sub-Contractor shall submit to the Company on monthly basis all relative documents of compliance, including but not limited to PF contributions and other documents for records and audit purposes.

33. **Governing Law.** As a condition precedent to the Parties’ obligations under this Agreement, the Parties shall enter into, and abide by, the Governing Law. The internal laws of the state of India shall govern this Agreement, without regard to its conflict of law rules, and any lawsuits pertaining to this Agreement or the services provided hereunder shall be decided exclusively in the state courts in the state of India.

34. **Audit Rights.** Throughout the term of this Agreement and for the time period as required by the Statutory limits of local laws after the completion of Sub-Contractor’s work or the termination of this Agreement and for so long as the Parties may have a dispute arising out of or relating to this Agreement, Company (or its designee) shall, at all reasonable times and upon prior notice to Sub-Contractor, have access to the books and records of Sub-Contractor, its subcontractors and suppliers which relate to the work performed pursuant to this Agreement for the purpose of auditing and verifying the cost of the work, or for any other reasonable purpose. Sub-Contractor may reproduce any of the aforementioned documents at its expense. Should such audit reveal any error or discrepancy, such error or discrepancy will be corrected promptly and any amounts due paid promptly by the appropriate Party. Sub-Contractor shall not charge Company for assisting Company with its audit. This provision shall survive the termination of this Agreement. Further, If Company requires any supportive documents to furnish during its audits, Sub-Contractor shall furnish such documents within the deadline provided by the Client upon request. Sub-Contractor shall furnish all the compliance documentations, including but not limited to paystubs, 1-9s, H1Bs, work authorization, background clearance, payrolling and other relevant documents.

35. **Execution.** This Agreement may be executed in one or more counterparts, with each counterpart being deemed to be an original. For purposes of executing this Agreement, signatures, facsimile signatures or signatures in other electronic formats and documents transmitted by electronic means (such as in PDF



format, via e-mail or via facsimile machine) are to be treated as an original signature, and the document transmitted is to be considered to have the same binding effect as an original document.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement to be effective as of the Effective Date.

eTeam, Infoservices Pvt Ltd.

By: Irfan Bhat

Name: Irfan Bhat

Title: Legal Manger

Date: 11/ September/2023

Buzzworks Business Services Private Limited

RAMACHANDRAN
RAJENDRAN PRAKASH

Digitally signed by
RAMACHANDRAN RAJENDRAN
PRAKASH
Date: 2023.09.01 16:47:23 +05'30'

By: _____

Name: R. R Prakash

Title: Co-founder and Sr. Vice President

Date: 01/09/2023

EXHIBIT A – Form Purchase Order

THIS PURCHASE ORDER is issued pursuant to that certain Sub-Contractor Agreement by and between eTeam Infoservices Pvt. Ltd.. and its Affiliates (“Company”) and Buzzworks Business Services Private Limited (“Sub-Contractor”) dated 1st September, 2023 (“Agreement”). In the event of a conflict between the terms of this Purchase Order (“P.O.”) and the Agreement, the terms of this P.O. shall control but only with regard to those terms expressly modified herein and only for purposes of this P.O. Any term not otherwise defined herein shall have the meaning ascribed to it in the Agreement.

- I. Name of Client:
- II. Name of the assigned personnel:
- III. Passthrough Candidate: ☐Yes ☐No
- IV. Commencement Date:
- V. Completion Date (if applicable):
- VI. Payment Schedule:
- VII. Consulting Rate:
- VIII. Background Expenses Charge Back: Sub-Contractor’s Employee(s)/Personnel(s) will be expected to undergo comprehensive background check. Sub-Contractor agree to bear the cost associated with the background check for Sub-Contractor’s Employee(s)/Personnel(s).
- IX. Notice Period:
- X. Sun- Contractor may terminate this Purchase Order upon two (2) weeks prior written notice to the company.

IN WITNESS WHEREOF, the parties have caused this Purchase Order of the Agreement to be executed by their respective duly authorized representatives this ____ day of _____, 20____.

eTeam Infoservices Pvt. Ltd.

Buzzworks Business Services Private Limited

RAMACHANDRAN

RAJENDRAN PRAKASH

Digitally signed by
RAMACHANDRAN RAJENDRAN
PRAKASH
Date: 2023.09.01 16:48:11 +05'30'

By: _____

By: _____

Name: _____

Name: R.R Prakash

Title: _____

Title: Co-founder and Sr. Vice President

Date: _____

Date: 01/09/2023