



CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") is made on 11th February 2019 by Sunera Technologies Private Limited ("STPL") with its registered offices at Block 1, Floor 4, NSL Arena, Uppal, Hyderabad 500039 TG India and AVEIT Solutions Private Limited ("SUBCONTRACTOR") with its registered office at 8-2-248/A/5/21, P.N. Road, No.3, Banjara hills, Hyderabad, Telangana – 500034. This Agreement sets forth the exclusive terms and conditions by which STPL may acquire SUBCONTRACTORS services on a temporary basis during the term of this Agreement. IN consideration of the mutual obligation specified in this Agreement and any compensation paid to SUBCONTRACTOR for its services, the parties agree as follows:

1. **Term.** This Agreement has a Term of 2 months from the effective date of this agreement and shall continue to be in force thereafter, unless and until terminated as provided herein.
2. **Scope.** SUBCONTRACTOR agrees to furnish consulting services at its election and from time-to-time upon written or oral request by STPL which will be confirmed by a written Statement of Work and Work Order ("Work Order") between STPL and SUBCONTRACTOR specifying the nature of the services, duration and location of the assignment, fee for services, and any special contractual provisions pertaining to that specific assignment. The Work Order shall form an integral part of this Agreement, the terms and conditions of which are incorporated herein by reference.
3. **Fee.** For satisfactory and timely delivery of services rendered by SUBCONTRACTOR, STPL will compensate SUBCONTRACTOR as per the charges agreed upon for each assignment, and set forth in the written Work Order issued pursuant to Paragraph two (2) of this Agreement. It is understood that STPL has no obligation under local, state laws regarding the SUBCONTRACTOR professionals and that STPL shall have no obligation under this Agreement except as provided herein. All taxes applicable to any amounts paid by STPL to SUBCONTRACTOR or to SUBCONTRACTOR professionals or designates under this Agreement will be SUBCONTRACTOR's liability and STPL shall deduct TDS at the applicable rate as per The Income Tax act. The rates paid by STPL to SUBCONTRACTOR shall not increase during the term of any Work Order, unless there is a mutually agreed Scope Change/Creep through a Change Request. The rates for such Change Request would be discussed and mutually agreed.
4. **Payment.** SUBCONTRACTOR shall invoice STPL on monthly or periodical or milestone basis as specified in the work order issued against a project for the consulting services performed hereunder. Invoices must be submitted in their original form via email (no facsimiles accepted). Net Payment term would be as defined in the individual work order issued from STPL to Subcontractor from time to time.
5. **Independent Contractor.** It is expressly understood and agreed by STPL and SUBCONTRACTOR the SUBCONTRACTOR is an independent contractor and nothing herein contained or implied will at any time be construed to create the relationship of employer and employee, partnership, principal and



agent, or joint venture between STPL and SUBCONTRACTOR or between STPL and any professional provided by SUBCONTRACTOR hereunder.

6. **Nondisclosure Obligations** SUBCONTRACTOR shall regard and preserve as confidential any and all information and trade secrets shared by STPL with SUBCONTRACTOR which are not generally available in the marketplace. SUBCONTRACTOR shall ensure that its consultants or other professionals observe the same obligation. SUBCONTRACTOR acknowledges that any Information received by SUBCONTRACTOR from STPL or its clients is the sole property of STPL or its clients (as the case may be), and SUBCONTRACTOR or its representative will not utilize such information except in the performance of this Agreement.
7. **Restriction on Solicitation.** SUBCONTRACTOR and its consultants agrees not to approach or solicit STPL's client in an effort to compete with STPL and not to independently contract with or otherwise accept employment with STPL's client, either directly or indirectly, for a period of two years from the last date SUBCONTRACTOR and its consultants provides services to STPL's client on behalf of STPL or for a period of two years from the date of introduction of SUBCONTRACTOR by STPL to the client, whichever is later. SUBCONTRACTOR acknowledges that during the course of an interview or introduction of SUBCONTRACTOR or its professional by STPL to the client or in performance under this agreement, SUBCONTRACTOR may become privy to certain information not widely available in the marketplace regarding STPL's client and may learn or become aware of other services desired by STPL's client. Should SUBCONTRACTOR learn such information, SUBCONTRACTOR agrees not to disclose to others or use such information to compete with STPL, and agrees not to use such information for its own benefit or for the benefit of a third party for a period of one year from the last date SUBCONTRACTOR provided services for STPL's client on behalf of STPL or for a period of one year from the date of introduction of SUBCONTRACTOR or its professional by STPL to the client, whichever is later. STPL and SUBCONTRACTOR acknowledge that a claim for breach of this provision is exempt from the mandatory arbitration requirements of Section 20 of this Agreement. SUBCONTRACTOR further agrees that nothing in this section shall preclude STPL from seeking injunctive relief or such other forms of relief as may be obtained in a court of law or equity, but that STPL, in lieu of or in addition to the remedy of damages, may seek injunctive relief prohibiting SUBCONTRACTOR from breaching the provisions of this Agreement.
8. **Termination of Work Order.** STPL may terminate any Work Order hereunder at any time without further notice, should STPL's or its clients for whom SUBCONTRACTOR has provided services elect to do so. Despite such provision, STPL will use its best efforts to provide as much advance notice as possible and immediately upon notification of any termination of SUBCONTRACTOR'S professional by STPL's or its clients. Termination pursuant to this provision shall not relieve STPL of the obligation to remit payment when due for all services rendered by SUBCONTRACTOR through the date such termination is effective.

9. **Termination of Agreement.** This Agreement may be terminated: (a) by mutual agreement of the parties at any time; (b) upon thirty days prior written notice by either party; or (c) by the aggrieved party without advance notice in the event of breach of this Agreement by the other party. Termination shall be effective as of the date of termination. Notwithstanding this provision, in the event SUBCONTRACTOR elects to terminate the Agreement pursuant to this section, the obligations set forth in any existing Work Order shall survive termination of this Agreement and SUBCONTRACTOR shall be obligated to perform according to the terms of the Work Order.
10. **Remedies for Breach.** In the event of breach of this agreement, the aggrieved party may, in addition to any remedy provided in this Agreement or under law or at equity, discontinue performance without incurring any liability to the breaching party of any sort and without further obligation to the breaching party.
11. **Warranties.** SUBCONTRACTOR warrants to STPL that the services, and any materials developed hereunder, shall (a) be performed in a workmanlike and professional manner and be generally free of defects; (b) comply with any applicable law, rule or regulation of which SUBCONTRACTOR has been advised; and (c) not violate or infringe upon any copyright, patent, trade secret or other property, contractual, employment or confidentially right of a third party.
12. **Liabilities.** SUBCONTRACTOR hereby agrees to indemnify and hold STPL and Client harmless from and against any and all claims, judgments, demands or liabilities arising out of or in connection with the performance of services or this Agreement, including but not limited to any claim for employment taxes, patent, trademark, copyright or trade secret infringement, or other violation of intellectual property rights, this Agreement.
13. **Force Majeure.** Neither party shall be under any liability to other party, for any delay or failure to perform under this Agreement to the extent such delay is wholly or partially caused by strikes, labor disputes, acts of God, or similar circumstances beyond its control.
14. **Notices.** Any notices required or permitted under this Agreement shall be deemed to have been duly given when personally delivered or sent by certified mail, return receipt, requested to the party signing this agreement at the address set forth on this Agreement or as thereafter supplied by each party to the other in writing.
15. **Assignment.** Neither STPL nor SUBCONTRACTOR may assign any part or whole of this Agreement or any rights hereunder, without written permission of the other party.
16. **No Waiver.** No failure of either party to enforce any rights hereunder shall be deemed a waiver thereof.



17. **Governing Law.** This Agreement is made and entered into by the parties in accordance with laws of state of Andhra Pradesh and shall be constructed according to the laws of that state, with the exception of its conflicts of law provisions.

18. Acknowledgment of the Intellectual Property Rights:

- (a) The SUBCONTRACTOR Acknowledges and agrees that all rights, title, proprietary and interest in the Company's trademarks, copyrights, service marks, patents, designs etc., and the goodwill attached to the name are solely and absolutely owned by the Company and shall remain vested with the Company. The SUBCONTRACTOR shall not take or assist in taking any action that may invalidate, prejudice or impair any right, title and interest of the Company in the Intellectual Property right owned by it.
- (b) If at any time or times during the engagement, SUBCONTRACTOR shall (either alone or with others) make, conceive, create, discover, invent or reduce to practice any Development (as defined in Clause 1 (f) hereto) that (a) relates to the business of the Company or any of the products or services being developed, manufactured or sold by the Company or which may be used in relation therewith; or (b) results from tasks assigned to the SUBCONTRACTOR by the company; or (c) results from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company, such Developments and the benefits thereof are and shall immediately become the sole and absolute property of the Company and its assigns, as work made for hire or otherwise . The SUBCONTRACTOR shall promptly disclose to the Company (or any persons designated by it) each such Development. The SUBCONTRACTOR hereby assign any rights (including, but not limited to, any inventions, patentable subject matter, copy rights and trademarks) he may have or acquire in the Developments and benefits and/or rights resulting there from to the Company and its assigns without further compensation and shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to the Company.
- (c) The SUBCONTRACTOR shall comply with all Company requirements related to licensing and the usage of proprietary software and source code, open source software and source code, and any other software products and source code that may have intellectual property restrictions or implications.

19. **Entire Agreement.** This Agreement represents the entire agreement and supersedes all previous agreements and understandings between the parties relating to the subject matter hereof, and may be changed only by a writing, signed by both parties.

20. **Successors and Assigns.** The Provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors, and assigns.



21. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all counterparts together shall constitute one instrument.

In witness, whereof the parties have executed this Agreement as of date first above written.

Sunera Technologies Pvt. Ltd.

By :

A handwritten signature in blue ink, appearing to read "M. Sudheer Mareddi".

Name : Sudheer Mareddi

Title : Managing Director

Date : 11th Feb 2019

AVEIT Solutions Pvt. Ltd.

By :

Name : Kasibabu Shaik

Title : CEO & Business Consultant

Date : 11th Feb 2019