

CONSULTING SERVICES AGREEMENT

Document Name: Consulting Services Agreement

Effective Date: August 15, 2025

Parties:

- **Orion Consulting Group, Inc.** ("Consultant")
 - **Delta Manufacturing Ltd.** ("Client")
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1. Purpose and Background

This Consulting Services Agreement ("Agreement") is entered into as of August 15, 2025, by and between Orion Consulting Group, Inc., a corporation organized under the laws of Delaware, and Delta Manufacturing Ltd., a company registered in India.

The purpose of this Agreement is to set forth the terms and conditions under which Consultant will provide business process optimization and digital transformation consulting services to Client.

2. Definitions

2.1 **"Agreement"** means this Consulting Services Agreement, including all appendices and amendments.

2.2 **"Services"** means the consulting services described in Section 3 and Appendix A.

2.3 **"Deliverables"** means all reports, analyses, recommendations, and other materials to be delivered by Consultant as specified in Appendix A.

2.4 **"Confidential Information"** means all non-public, proprietary, or sensitive information disclosed by either party.

2.5 **"Effective Date"** means August 15, 2025.

3. Scope of Services

3.1 Description of Services

Consultant shall provide business process analysis, workflow redesign, technology recommendations, and implementation support as detailed in Appendix A.

3.2 Project Milestones

Key milestones, timelines, and acceptance criteria are set forth in Appendix B.

3.3 Change Management

Any changes to the scope of Services must be agreed upon in writing by both parties.

4. Term and Termination

4.1 Term

This Agreement shall commence on the Effective Date and continue for twelve (12) months unless terminated earlier in accordance with this Section.

4.2 Termination for Convenience

Either party may terminate this Agreement for any reason by providing sixty (60) days' written notice.

4.3 Termination for Cause

Either party may terminate this Agreement immediately for material breach if such breach is not cured within thirty (30) days of written notice.

4.4 Effect of Termination

Upon termination, Consultant shall deliver all completed Deliverables and return all Client property. Client shall pay for all Services rendered up to the date of termination.

5. Compensation and Expenses

5.1 Consulting Fees

Client shall pay Consultant the fees set forth in Appendix C for Services performed.

5.2 Expenses

Client shall reimburse Consultant for pre-approved, reasonable out-of-pocket expenses incurred in connection with the Services.

5.3 Payment Terms

Invoices are due and payable within thirty (30) days of receipt. Late payments are subject to a 1% monthly interest charge.

5.4 Taxes

All fees are exclusive of applicable taxes, which will be borne by Client.

6. Consultant's Duties

6.1 Performance

Consultant shall perform Services in a professional and timely manner, in accordance with industry standards and the project schedule.

6.2 Personnel

Consultant will assign qualified personnel to the project and inform Client of any changes.

6.3 Compliance

Consultant shall comply with all applicable laws and regulations in performing the Services.

7. Client's Duties

7.1 Cooperation

Client shall provide timely access to information, resources, and personnel as reasonably required by Consultant.

7.2 Approvals

Client shall review and approve Deliverables within ten (10) business days of delivery.

7.3 Payment

Client shall pay all fees and expenses as set forth in Section 5.

8. Confidentiality

8.1 Obligation

Each party shall maintain the confidentiality of Confidential Information and not disclose it to any third party except as required by law or with prior written consent.

8.2 Exceptions

Confidential Information does not include information that is:

- (a) publicly available;
- (b) lawfully received from a third party;
- (c) independently developed without reference to the other party's Confidential Information.

8.3 Return or Destruction

Upon termination, each party shall return or destroy all Confidential Information of the other party.

9. Intellectual Property

9.1 Ownership of Deliverables

All Deliverables created under this Agreement shall be the exclusive property of Client upon full payment.

9.2 Consultant Materials

Consultant retains ownership of pre-existing materials and grants Client a non-exclusive license to use such materials incorporated in the Deliverables.

9.3 Third-Party IP

Consultant shall ensure that no Deliverable infringes any third-party intellectual property rights.

10. Data Protection and Security

10.1 Compliance

Both parties shall comply with applicable data protection laws, including GDPR and the Indian IT Act.

10.2 Security Measures

Consultant shall implement reasonable security measures to protect Client data.

10.3 Data Breach Notification

Consultant shall notify Client promptly of any data breach affecting Client data.

11. Representations and Warranties

11.1 Consultant's Warranties

Consultant warrants that:

- (a) Services will be performed with reasonable care and skill;
- (b) Deliverables will conform to the requirements in Appendix A.

11.2 Disclaimer

Except as expressly stated, Consultant disclaims all other warranties, express or implied.

12. Indemnification

12.1 By Consultant

Consultant shall indemnify and hold harmless Client from any third-party claims arising from Consultant's gross negligence or willful misconduct.

12.2 By Client

Client shall indemnify Consultant from claims arising from Client's misuse of Deliverables or provision of infringing materials.

13. Limitation of Liability

13.1 Exclusion of Damages

Neither party shall be liable for indirect, incidental, or consequential damages.

13.2 Aggregate Liability

Each party's aggregate liability under this Agreement shall not exceed the total fees paid by Client in the preceding six (6) months.

14. Non-Solicitation

14.1 Non-Solicitation of Employees

During the term of this Agreement and for twelve (12) months thereafter, neither party shall solicit for employment any employee of the other party without prior written consent.

15. Governing Law and Dispute Resolution

15.1 Governing Law

This Agreement shall be governed by the laws of the Republic of India.

15.2 Dispute Resolution

Any dispute shall be resolved by good faith negotiation. If unresolved, disputes shall be submitted to arbitration in Mumbai, India, under the Arbitration and Conciliation Act, 1996.

16. Notices

16.1 Method

All notices must be in writing and delivered by hand, email, or registered mail to the addresses below.

16.2 Addresses

- **For Consultant:**
Orion Consulting Group, Inc.
500 Market Street, Wilmington, DE 19801, USA
Email: legal@orionconsult.com
 - **For Client:**
Delta Manufacturing Ltd.
10 Industrial Park, Pune, MH 411045, India
Email: legal@deltamfg.in
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17. Miscellaneous

17.1 Entire Agreement

This Agreement constitutes the entire understanding between the parties.

17.2 Amendments

Any amendment must be in writing and signed by both parties.

17.3 Severability

If any provision is invalid, the remainder shall remain in effect.

17.4 Assignment

Neither party may assign this Agreement without written consent.

17.5 Counterparts

This Agreement may be executed in counterparts.

18. Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Orion Consulting Group, Inc.

By: _____

Name:

Title:

Date:

Delta Manufacturing Ltd.

By: _____

Name:

Title:

Date:

19. Appendices

Appendix A: Description of Services and Deliverables

- Business process mapping
- Workflow redesign documentation
- Digital transformation roadmap
- Final project report

Appendix B: Project Milestones and Acceptance Criteria

- Initial assessment: August 25, 2025
- Interim report: October 15, 2025
- Final recommendations: December 10, 2025
- Implementation support: January–April 2026

Appendix C: Fee Schedule

- Assessment phase: \$20,000

- Implementation support: \$15,000/month
- Reimbursable expenses: Travel, lodging, and materials (with prior approval)