

CONTRACTOR AGREEMENT

Document Name: Contractor Agreement

Effective Date: August 12, 2025

Parties:

- **Sunrise Technologies Pvt. Ltd.** (the “Company”)
 - **Mr. Arjun Mehra** (the “Contractor”)
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1. Background

This Contractor Agreement (“Agreement”) is made and entered into on August 12, 2025, by and between Sunrise Technologies Pvt. Ltd., a company incorporated under the Companies Act, 2013, having its registered office at 101, Tech Park, Bengaluru, Karnataka, India (the “Company”), and Mr. Arjun Mehra, residing at 22, Green Avenue, Bengaluru, Karnataka, India (the “Contractor”).

WHEREAS, the Company is engaged in the business of software development and IT consulting;
WHEREAS, the Contractor possesses expertise in cybersecurity and related services;
WHEREAS, the Company desires to engage the Contractor to perform certain services, and the Contractor is willing to provide such services under the terms set forth herein.

2. Definitions

2.1 **"Services"** refers to the cybersecurity assessment, risk analysis, and remediation work described in Annexure A.

2.2 **"Deliverables"** means all reports, recommendations, and documentation to be provided by the Contractor as specified in Annexure A.

2.3 **"Confidential Information"** means all non-public information disclosed by either party in connection with this Agreement.

2.4 **"Effective Date"** means August 12, 2025.

3. Engagement and Scope of Work

3.1 The Company hereby engages the Contractor to perform the Services described in Annexure A, and the Contractor accepts such engagement.

3.2 The Contractor shall perform the Services in a professional and timely manner, using best industry practices.

3.3 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 six (6) months unless terminated earlier as provided herein.

4.2 **Termination for Convenience:** Either party may terminate this Agreement for any reason by providing thirty (30) days' written notice.

4.3 **Termination for Cause:** Either party may terminate immediately upon material breach by the other party, if such breach is not cured within fifteen (15) days of written notice.

4.4 Upon termination, the Contractor shall deliver all completed Deliverables, and the Company shall pay for Services performed up to the termination date.

5. Compensation and Payment Terms

5.1 The Company shall pay the Contractor the fees set forth in Annexure B.

5.2 The Contractor shall submit monthly invoices detailing Services rendered.

5.3 Payment is due within twenty-one (21) days of receipt of invoice. Late payments may incur a 1% monthly interest charge.

5.4 All compensation is exclusive of applicable taxes, which shall be borne by the Company.

6. Confidentiality

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

6.2 Confidentiality obligations shall survive for two (2) years after termination of this Agreement.

7. Intellectual Property

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

7.2 The Contractor retains ownership of pre-existing intellectual property but grants the Company a non-exclusive license to use any such materials incorporated into the Deliverables.

8. Indemnification

8.1 The Contractor shall indemnify and hold harmless the Company from any third-party claims arising from the Contractor's gross negligence or willful misconduct.

8.2 The Company shall indemnify the Contractor from claims arising from the Company's misuse of Deliverables.

9. Limitation of Liability

Except for liability arising from gross negligence, willful misconduct, or indemnification, neither party shall be liable for indirect or consequential damages. Aggregate liability under this Agreement shall not exceed the total fees paid in the preceding three (3) months.

10. Relationship of Parties

Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, or joint venture. The Contractor is engaged as an independent contractor³.

11. Notices

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

- **Company:** Sunrise Technologies Pvt. Ltd., 101 Tech Park, Bengaluru, Karnataka, India;
Email: legal@sunrisetech.in
 - **Contractor:** Mr. Arjun Mehra, 22 Green Avenue, Bengaluru, Karnataka, India;
Email: arjun.mehra@email.com
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12. Governing Law and Dispute Resolution

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

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

13. Miscellaneous

13.1 Entire Agreement: This Agreement constitutes the entire understanding between the parties.

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

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

13.4 Assignment: Neither party may assign this Agreement without written consent.

14. Signatures

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

Sunrise Technologies Pvt. Ltd.

By: _____

Name:

Title:

Date:

Mr. Arjun Mehra

Signature: _____

Date:

15. Annexures

Annexure A: Scope of Work

- Comprehensive cybersecurity assessment of Company's IT infrastructure
- Risk analysis and vulnerability report
- Recommendations and remediation plan
- Final report and presentation to management

Annexure B: Fee Schedule

- Assessment phase: ₹1,50,000
 - Remediation support: ₹75,000/month
 - Reimbursable expenses: Travel and materials (with prior approval)
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