

## CONSULTING AGREEMENT

This Consulting Agreement (this “**Agreement**”), dated as of Feb 01, 2022, is entered into by and between Julia Computing India Private Limited with registered office at No H-7, Epsilon, Yemalur Bangalore 560037 (the “**Company**”), and Dwarakanath Gnaneshwar residing at #1/539-D, Janakiram peta, Gudur, Nellore district, Andhra Pradesh - 524101 (“**Consultant**”).

### RECITALS

A. The Company desires to retain the services of Consultant, and Consultant has agreed to provide certain services, as described herein, to the Company.

B. The Company and Consultant desire to document the terms and conditions of said consulting relationship.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein, it is hereby agreed as follows.

### SECTION 1: CONSULTING SERVICES

1.1 Services. Consultant shall provide full time services as a Research Engineer to the Company as mutually agreed between Consultant and the Company from time to time (collectively hereinafter referred to as the Consultant’s “**Duties**”). Consultant shall not delegate or subcontract Consultant’s Duties to third parties without the Company’s prior written consent.

1.2 Services for Others. Consultant acknowledges that the services to be performed for the Company hereunder are essential to the Company and, therefore, Consultant agrees not to undertake consulting projects for any other party during the term hereof that are related to the Company’s business or that, in the reasonable judgment of the Company, would interfere with Consultant’s Duties hereunder, and in any case, not to undertake consulting projects for any other party during the term hereof without prior written consent from the Company.

1.3 Consideration. The Company will pay Consultant for the performance of the Duties at the rate of INR 50,000 per month. All payments will be made monthly, and will be made directly to the Consultant.

1.4 Termination.

The term of this Agreement shall commence on the date hereof, shall continue till June 15, 2022. Either party may terminate this Agreement at any time by delivering prior written notice of 30 days to the other party.

1.5     Independent Contractor. This Agreement does not create an employer-employee relationship between the Company and Consultant. It is the parties' intention that the Consultant will be an independent contractor and not the Company's employee for any purpose. Consultant will retain sole and absolute discretion and judgment in the manner and means of carrying out Consultant's activities and responsibilities hereunder. Consultant and Company agree that Consultant's business is a separate and independent enterprise from that of the Company, that Consultant has a full opportunity to find other business, and that Consultant will utilize a high level of skill necessary to perform Consultant's Duties. Consultant does not have the authority to enter into any contract on behalf of the Company or otherwise to bind the Company to any agreement unless expressly authorized in writing to do so, and the Company will not be liable for any obligation incurred by Consultant, except as otherwise provided herein.

1.6     Use of Name. Consultant acknowledges and agrees that the Company may include Consultant's name and likeness and a description of the Duties in the Company's marketing and other publicly available materials, including, among other things, the Company's website.

## SECTION 2: CONFIDENTIALITY

In consideration of Consultant's access to the premises of the Company and/or Consultant's access to certain Confidential Information (as defined below) of the Company, in connection with Consultant's business relationship with the Company, Consultant hereby represents and agrees as follows.

2.1     Confidential Information. For purposes of this Agreement, the term "***Confidential Information***" means:

- (a)     any information that the Company possesses that has been created, discovered or developed by or for the Company, including that information developed by Consultant pursuant to this Agreement, or that has otherwise been made known to the Company, and that has or could have commercial value or utility in the business in which the Company is engaged; or
- (b)     any information that is related to the business of the Company and is generally not known by non-Company personnel.

By way of illustration, but not limitation, Confidential Information includes all processes, formulas, data, programs, algorithms, know-how, trade secrets, improvements, discoveries, developments, designs, inventions (patentable or not), techniques, software, source code, object code, marketing plans, strategies, forecasts, new products, financial information, budgets, projections, licenses, prices, costs, and customer and supplier lists.

2.2     Exclusions. Notwithstanding the foregoing, the term Confidential Information shall not include:

(a) Any information that is or becomes generally available to the public other than as a result of a breach of the confidentiality portions of this Agreement, or any other agreement requiring confidentiality between the Company and the Consultant;

(b) Any information received from a third party in rightful possession of such information who is not restricted from disclosing such information;

(c) Any information, the disclosure of which is required by law or court order, provided that Consultant gives the Company as much prior written notice of any such disclosure as possible and takes all necessary action, or assists Company in taking all necessary action, to minimize the extent of any such disclosure;

(d) Any information whose disclosure is made with the prior written consent of Company; or

(e) Any information that is independently developed by Consultant subsequent to the termination of this Agreement with the Company, as demonstrated by Consultant's contemporaneously-maintained written records.

2.3 Documents. Consultant agrees that, without the consent of the Company, Consultant will not remove from the Company's premises, any notes, formulas, programs, data, records, machines or any other documents or items that in any manner contain or constitute Confidential Information; nor will Consultant make reproductions or copies of same. In the event Consultant receives any such documents or items from any officer or director of the Company, or any other Company employee who is Consultant's supervisor, Consultant shall be deemed to have received the express consent of the Company. In the event that Consultant receives any such documents or items, other than as described in the preceding sentence, Consultant agrees to inform the Company promptly of Consultant's possession of such documents or items. Consultant shall promptly return any such documents or items, along with any reproductions or copies, to the Company upon the Company's demand or upon termination of Consultant's services.

2.4 No Disclosure or Use. Consultant agrees that Consultant will hold in trust and confidence all Confidential Information and will not disclose to others, directly or indirectly, any Confidential Information or anything relating to such information without the prior written consent of the Company, except as may be necessary in the course of Consultant's business relationship with the Company. Consultant further agrees that Consultant will not use any Confidential Information without the prior written consent of the Company, except as may be necessary in the course of Consultant's business relationship with the Company, and that the provisions of this Section 2.4 shall survive termination of this Agreement.

2.5 Ownership.

(a) Consultant agrees that all results from work performed by Consultant for the Company, including without limitation Confidential Information, whether or not patentable or registrable under copyright or similar statutes or subject to analogous protection (“**Inventions**”), shall be the sole and exclusive property of the Company or its nominees, and Consultant will and hereby does assign to the Company all rights in and to such Inventions upon the creation of any such Invention, including, without limitation: (i) patents, patent applications and patent rights throughout the world; (ii) rights associated with works of authorship throughout the world, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights relating to the protection of trademarks, trade names, trade secrets and confidential information throughout the world; (iv) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; and (v) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable), now existing or hereafter filed, issued or acquired (collectively, “**IP Rights**”). The Company and its nominees shall have the right to use and/or to apply for statutory or common law protections for such Inventions in any and all countries. Consultant further agrees (I) to assist the Company in every proper way to obtain and from time to time to enforce such IP Rights relating to Inventions, and (II) to execute and deliver to the Company or its nominee upon request all such documents as the Company or its nominee may reasonably determine are necessary or appropriate, including assignments of inventions. Such documents may be necessary to: (1) vest in the Company or its nominee clear and marketable title in and to Inventions; (2) apply for, prosecute and obtain patents, copyrights, mask works rights and other rights and protections relating to Inventions; or (3) enforce patents, copyrights, mask works rights and other rights and protections relating to Inventions. Consultant’s obligations pursuant to this Section shall continue beyond the termination of Consultant’s services for the Company.

(b) Any report or other documentation, whether written or electronic, or any portions thereof, prepared by Consultant pursuant to this Agreement or which discusses the Invention, Duties performed under this Agreement or the results thereof (the “**Written Data**”) shall be and is produced as a “work made for hire” under the copyright laws of the United States. As a “work made for hire”, the copyrights in the Written Data shall belong to Company from their creation and no further action by Company shall be necessary to perfect Company’s rights therein. All right, title and interest, including any copyright in and to any Written Data that does not qualify as a “work made for hire” shall be and hereby is assigned to Company. Consultant, without additional compensation, will assign the copyright in all Written Data to Company, as soon as it is fixed and the copyright comes into being. In addition, Consultant agrees to assist Company in taking any subsequent legal steps that may be required to perfect Company’s copyrights in this Written Data including, but not limited to, executing a formal assignment of copyright that can be recorded.

2.6 Consultant Representations. Consultant hereby represents and warrants to Company that (a) Consultant has the right to enter into this Agreement; (b) Consultant is the sole and exclusive owner of the Inventions and the Written Data, or is a joint owner with other employees or consultants of Company, and has the free, clear, and absolute right to sell, transfer, assign and convey all rights therein to Company; and (c) Consultant will not bring or cause to be brought a copyright, patent, trade marks, trade names, trade secret or other proprietary rights infringement suit against Company involving any Invention or Written Data against Company.

2.7     Possession. Consultant agrees that upon termination of this Agreement, or upon request by the Company, Consultant shall turn over to the Company all documents, files, office supplies and any other material or work product in Consultant's possession or control that were created pursuant to or derived from Consultant's services to the Company.

### SECTION 3: MISCELLANEOUS

3.1     Saving Provision. The Company and Consultant agree and stipulate that the agreements set out in Section 2 above are fair and reasonably necessary for the protection of the business, goodwill, confidential information, and other protectable interests of the Company in light of all of the facts and circumstances of the relationship between Consultant and the Company. In the event a court of competent jurisdiction should decline to enforce those provisions, they shall be deemed to be modified to restrict Consultant to the maximum extent which the court shall find enforceable; however, in no event shall the above provisions be deemed to be more restrictive to Consultant than those contained herein.

3.2     Indemnification. Consultant agrees to indemnify and hold the Company harmless from all claims, losses, expenses, fees including reasonable attorneys' fees, costs and judgments that may be asserted against the Company that result from (a) a breach by Consultant of any of the terms of this Agreement, (b) the actions of the Consultant by or on behalf of the Company or (c) the negligence, recklessness, or misconduct of Consultant and his agents under this Agreement.

3.3     Injunctive Relief. Consultant acknowledges that the breach or threatened breach of any of the nondisclosure covenants contained herein would give rise to irreparable injury to the Company, which injury would be inadequately compensable in money damages. Accordingly, the Company may seek and obtain a restraining order and/or injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, in addition to and not in limitation of any other legal remedies which may be available. Consultant further acknowledges and agrees that the agreements set out above are necessary for the protection of the Company's legitimate goodwill and business interests and are reasonable in scope and content.

3.4     Survival. The provisions of this Agreement relating to indemnification, nondisclosure, and intellectual property and any remaining payment obligations shall survive the termination of this Agreement.

3.5     Enforcement. The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action against the Company by Consultant or against Consultant by the Company, whether predicated on this Agreement or otherwise.

3.6     Governing Law; Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, excluding that body of law known as choice of law, and shall be binding upon the parties hereto in the United States and worldwide. All disputes with respect to this Agreement shall be brought and heard either in the Massachusetts state

courts located in the Middlesex County, Massachusetts, or the federal district court for the District of Massachusetts located in Boston, Massachusetts. The parties to this Agreement each consent to the in personam jurisdiction and venue of such courts. The parties agree that service of process upon them in any such action may be made if delivered in person, by courier service, by telegram, by telefacsimile or by first class mail, and shall be deemed effectively given upon receipt.

3.7 Modification. This Agreement may be modified, and the rights, remedies and obligations contained in any provision hereof may be waived, only in accordance with this Section. No waiver by either party or any breach by the other or any provision hereof shall be deemed to be a waiver of any later or other breach thereof or as a waiver of any other provision of this Agreement. This Agreement may not be waived, changed, discharged or terminated orally or by any course of dealing between the parties, but only by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

3.8 No Assignment. This Agreement shall inure to the benefit of Consultant and his heirs, successors, personal representatives and permitted assigns. Consultant acknowledges that the services to be rendered by him hereunder are unique and personal in nature. Accordingly, a Consultant may not assign any of his or her rights or delegate any of his or her duties or obligations under this Agreement. The Company shall have the right to assign this Agreement to any successor of all or any substantial part of its business or assets, and any such successor shall be bound by all the provisions hereof.

3.9 Entirety. This Agreement, including any exhibits hereto, as it may be amended pursuant to the terms hereof, represents the complete and final agreement of the parties and shall control over any other statement, representation or agreement by the Company. This Agreement supersedes any prior negotiations or discussions between the parties.

3.10 Severability. In case any one or more of the provisions contained in this Agreement or the other agreements executed in connection with the transactions contemplated hereby for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or such other agreements, but this Agreement or such other agreements, as the case may be, shall be construed and reformed to the maximum extent permitted by law.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Consulting Agreement effective as of the day and year first set forth above.

**JULIA COMPUTING, INC.**

By:



Name: Deepak Vinchhi

Title: Director

**CONSULTANT:**



Signature: \_\_\_\_\_

Name: Dwaraknath Gnaneshwar