

November 21, 2025

CONSULTANCY AGREEMENT

This Consulting Agreement (the “Agreement”) is made and effective to this **November 01, 2025** by and between **Xcitium India Services Private Ltd (NuFintech)** with its principal place of business located at **2nd Floor, Lohmanradhri Towers, No. 75,77 and 79 Pantheon Road, Egmore – 600 008** (the “Company”) and **Mr. Rutvik Avinash Barbhai located at 1D Building ,Sneh Paradise, MIT College Road, Rambaug Colony, Pune – 411 038(Consultant).**

WHEREAS, the Company desires to engage the Consultant to provide certain services in Consultant's expertise and the Consultant is willing to provide such services to the Company:

NOW, THEREFORE, the Parties hereby agree as follows:

1. Consulting Services

(a) Subject to the terms and conditions of this Agreement, Xcitium India Services Pvt Ltd hereby retains **Mr. Rutvik Avinash Barbhai** as a consultant designated as **”Intern (US)”** to perform the consulting services and made a part hereof (hereafter referred to as the “Services”), may be amended in writing from time to time, and Consultant agrees, subject to the terms and conditions of this agreement, render such services during the term of this Agreement. Such services shall be limited to the area of expertise.

2. Engagement and Services

The Company hereby engages the Consultant to provide and perform the services and the Consultant hereby accepts the engagement.

3. Consultancy Period

- (a) This Agreement shall commence on the effective date from **November 01, 2025** and shall remain in effect till **February 28, 2026** the completion of the services or the earlier termination of this Agreement.
- (b) You may be required to work on any projects, teams and in different shifts as may be decided by the Company, from time to time.
- (c) Workings hours – 6.30pm to 3.30am.
- (d) Consultant working hours will be nine hours including break of one hour also invest additional hours of work when necessitated by situations and five working days in a week.

4. Notice Period

Company / Client shall terminate this contract with 7 days' notice during and on completion of probation / reason to consultant at any time. Company undertakes to pay the Consultant till the last date of the assignment.



Either party may terminate this agreement immediately upon written notice to the other in the event of material breach of this agreement by the other party.

5. Consultant Benefits

Therefore, the consultant is eligible for one-day casual leave (CL) in month.

Annual Leave/Public Holidays – You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

6. Other Terms and Conditions

Mobile phones are strictly not allowed in the workplace, you must submit them at the office desk with security.

All or any of the privileges and benefits extended can be altered or withdrawn by the Company at any time.

You will be governed by the rules and regulations of the company as applicable to your category, which may change from time to time.

This Consultant Letter of Agreement is governed by and will be interpreted in accordance with Labour Law and your postings shall be subject to the jurisdiction of Chennai.

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

7. Independent contractor status

The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. **Mr. Rutvik Avinash Barbhai** acknowledges and agrees that the Company will not provide him with any employee benefits, including statutory or pension payments, and that income tax withholding is his responsibility. In addition, the parties acknowledge that neither party has, or shall be deemed to have, the authority to bind the other party.

8. Additional Terms and Conditions Binding on the Consultant:

The following terms, conditions and assurances shall be binding on the Consultant and are treated as essential part of the Consultancy engagement. Therefore, any breach or noncompliance of any of the following terms shall be understood as “material breach” for the purpose of this agreement and visited with applicable consequences.



Confidentiality & Non-Disclosure Agreement

I understand that this statement is a Proprietary Information Agreement with Xcitium India Services Pvt Ltd., hereafter referred to as, XCITIUM and its affiliated companies. I understand further that:

The Agreement contains material restrictions on my right to disclose or use, during or after my association, information learned or developed by me during my association with XCITIUM.

XCITIUM Considers this Agreement to be vitally important to the protection of its business and intends to enforce the terms of the Agreement and to seek appropriate injunctions or restraining orders, as well as monetary damages, should I violate the Agreement.

For the specific purpose of receiving or submitting proposals, business plans, providing (including, but not limited to) pre-release product evaluations, product testing, performing specific services or concept/ product formulation, I agree as follows:

1. Definitions: As used in this Agreement:

XCITIUM includes Xcitium India Services Pvt Ltd. and all its present and future subsidiaries, affiliates and alliance partners.

“Intellectual Property” means any and all Inventions, Works of Authorship, Patents, Trademarks, and Copyrights which (i) relate directly to the business of XCITIUM or to the actual or demonstratively anticipated research or development of XCITIUM, or (ii) result from any work performed by me for XCITIUM, or (iii) any XCITIUM 's software, equipment, supply, facility or trade secret information is used to develop or improve, or (iv) are developed by me for the purpose of my engagement with XCITIUM;

“Inventious” means all discoveries, improvements, ideas, concepts, creative works, and designs, whether they are in writing or reduced to practice and whether they are patentable:

“Works of Authorship” mean those works fixed in any tangible medium of expression from which they can be perceived, reproduced or otherwise communicated, either directly or with the aid of a machine or device, whether they are copyrightable; and

“Confidential Information” means any and all information which is not generally known and which is proprietary to XCITIUM or any of its clients, consultants, licensors, licensed dealers or distributions Confidential Information includes, without limitation, business plans, customers lists, consultants, financial information, account details, login credentials, trading rules, instructions, order specifications and trade secrets about XCITIUM and its products and information or other proprietary information relating to designs, formulas, developmental or experimental work, know- how, products, process, computer programs, source codes, data bases, designs, schematics, other original works of authorship, or other subject matter related to XCITIUM's research and development, manufacturing, engineering, purchasing, finance, marketing, promotion, distribution and selling activities, whether now existing, acquired, developed or made available anytime in the future to XCITIUM. All information which I have a reasonable basis to consider confidential or which is treated by XCITIUM as confidential shall be presumed to be Confidential Information, whether originated by me or by others. I agree that any Confidential Information acquired by me is the property of XCITIUM.



2. Confidentiality:

I agree at all times during the term of my association either as a fulltime employee or contract employee or a consultant, with XCITIUM and from then on to hold in strictest confidence, and not to use, except for the benefit of XCITIUM, or to disclose, transfer or reveal, directly or indirectly to any person or entity any Confidential Information without the prior written authorizations of XCITIUM or by officials nominated by XCITIUM for this purpose.

3. Third Party Information:

I recognize that XCITIUM has received, and in the future will receive confidential or proprietary information from third parties, subject to a duty on XCITIUM's part to maintain the confidentiality of such information and to use it only for certain limited purpose. I agree that I owe XCITIUM and such third parties, during the term of my association and from then on, a duty to hold all such confidential or proprietary information in the strictest of confidence and not to disclose it to any person, firm or corporation (except as necessary in carrying out my work for XCITIUM consistent with XCITIUM's agreement with such third party) or to use it for the benefit of anyone other than for XCITIUM or such third party (consistent with XCITIUM's agreement with such third party) without the express written authorization of XCITIUM. Any such information shall be considered Confidential Information for the purpose of this agreement.

4. Non-Circumvention:

In consideration of XCITIUM's disclosure of Confidential Information, I shall not at any time during my tenure with XCITIUM or up to two years from the date of my separation with XCITIUM, attempt in any manner to commercially exploit the proposed business concepts and plans of XCITIUM or any of the Confidential Information without XCITIUM's prior written consent, that may be given or withheld by XCITIUM at its sole discretion.

5. Return of Materials:

At the request of XCITIUM or upon the termination of my association with or employment by XCITIUM, I will immediately handover to the official nominated or to my immediate supervisor at XCITIUM all code in process, papers, notes, data, reference materials, sketches, drawings, memoranda, documentation, software, tools, apparatus and any other materials given to me by XCITIUM or which we prepared or made, in whole or in part, by me at any time during my association with or employment by XCITIUM, which I agree to sign and handover as desired by XCITIUM.

6. Trade Secrets:

I understand that it is the policy of XCITIUM to maintain the rights of any party with whom I have a confidentiality or proprietary right agreement. I will not disclose to any other party or induce any others to use the proprietary information of XCITIUM. I do not have any existing obligation to others which might be inconsistent with any of the provisions in this Agreement.

7. Notices:

I authorize XCITIUM to notify others, including customers of XCITIUM and my future employers or associates, of the terms of this agreement and my responsibilities, if necessary.



8. **Injunctive Relief:** I understand that in the event of a breach or threatened breach of this agreement by me, XCITIUM may suffer irreparable harm and consequently will be entitled to injunctive relief to enforce this agreement.

9. **General:** This Agreement is governed by the statutory laws and is within the jurisdiction of Chennai.

I have read and understood this Confidentiality & Non-Disclosure Agreement, and I agree to its terms and conditions. This is signed by me at my free will and not by any coercion by any other party.

7. Confidential Information

(a) The parties acknowledge that in connection with **Mr. Rutvik Avinash Barbhai** (Consultant) they will not use Xcitium's information for any purpose.

Signed for and on behalf of
Xcitium India Services Private Ltd

Signed by (Consultant)
Mr. Rutvik Avinash Barbhai

A handwritten signature in black ink that reads 'J. Jancy Rani'.

By:

Name: Jancy Rani Y
Title: Human Resources

A handwritten signature in black ink that reads 'Rutvik Barbhai'.

By:

Name: Rutvik Avinash Barbhai
Title: Intern (US)

Annexure 1

- (a) In consideration of the services to be provided by **Mr. Rutvik Avinash Barbhai** (Consultant) to Xcitium India Services Pvt Ltd (the Company) shall pay to consultant monthly cost to company is **Rs. 38,000/- (Rupees Thirty Eight Thousand Only)** for the performance of the services. For each assignment Consultant will record on Company's prescribed time record, and in accordance with any procedures established by Company, Consultant will work on each day. Prior to submitting any such time transaction record, Consultant shall obtain oneach time record signature confirming and approving the hours worked by consultant.

Consultant agrees that such a company approved time and transactions record shall be conclusive as to time worked, and the transactions executed each day by consultant. Consultant further agrees that he/she is responsible for ensuring that such time and transactions record for any fortnight is received by Company's HR on the last day of the month.

- (b) The approved invoice/time sheet amount is directly deposited into the Consultant's bank account on or before 7th day of the month. Such payment is subject to consultant providing the invoice along with Client/Manager approved timesheet on time.
- (c) Payment will be made monthly. Service tax and other taxes as applicable will be deducted from this payment.
- (d) Tax Deducted at Source (TDS), which is currently at 10%, will be deducted from this payment.

Specific Agreed terms:

- I agreed to sign and indemnify and protect the company's trade algo, program, strategy and methodology. All internal discussions and information will be kept strictly confidential. Any associate engaged by him for executing any task, project or workflow, will get prior approval from the company.

Signed for and on behalf of
Xcitium India Services Pvt Ltd

By:

Name: Jancy Rani Y
Title: Human Resources

Signed by (Consultant)
Mr. Rutvik Avinash Barbhai

By:

Name: Rutvik Avinash Barbhai
Title: Intern (US)