

# Beechwood Computing Limited

## AGREEMENT FOR CONSULTING SERVICES

This agreement is made this **15th** day of **July 2021** between Beechwood Computing Limited ("Purchaser") doing business at 4677 Old Ironsides Drive, Suite 250, Santa Clara, CA 95054, Federal ID 77-0325298 and **New York Consultancy Services Inc** doing business at **35 River Drive South, Apt 614, Jersey City, NJ 07310** Federal ID No.: **26-2543172** ("Contractor").

All terms and conditions set forth as follows are part of this agreement.

1. Contractor agrees to provide to Purchaser computer software professionals ("consultants"); that meets its requirements. Purchaser agrees to pay for services of professionals at the fee schedule shown in the Appendix 'A' attached.
2. The initial term of this Agreement shall be for **36** months and shall commence on the first day that Contractor's consultants(s) begin work for the Purchaser. This Agreement may be extended beyond this initial period. However, written agreement must be obtained from Purchaser in advance of the expiration of this Agreement for any such extensions.
3. Contractor will **invoice every two weeks** for consultant(s) hours worked along with **Vector VMS Approved Time Sheets**. Purchaser shall pay the amounts agreed to herein upon timely receipt of our Client, NC-DHHS, Raleigh, timesheets duly approved by the Client manager together with invoices submitted by Contractor. **Invoices will be paid within 30 days from date of receipt of correct invoice along with approved Time Sheets.**
4. Wages, withholding taxes and employee benefits are the responsibility of the Contractor.
5. Contractor is responsible for all relocation and incidental expenses incurred by or by Contractor on behalf of the consultants.
6. Each party ("such party") shall hold trust for the other party ("such other Party"), and shall not disclose to any non-party any confidential information of such other party. Confidential information is information which relates to such other party's research, development, trade secrets or business affairs but does not include: (a) information known to such party prior to negotiations leading to this Agreement; and (b) information which is known or able to be ascertained by a non-party of ordinary skill in computer design and programming.

Contractor: \_\_\_\_\_

Purchaser: Kapil Saigal

**Beechwood Computing Limited  
AGREEMENT FOR CONSULTING SERVICES**

- 7. Neither Contractor nor Contractor's consultant(s) shall be deemed employees of the Purchaser and will be entitled to no employee benefits from the Purchaser. Contractor shall take appropriate measures to ensure that its consultants(s) who perform services are adequately covered by Workmen's Compensation insurance in accordance with applicable law.**
- 8. Contractor will comply with all applicable Federal Laws, including the Fair Labor Standards Act. Contractor will further comply with all applicable state, county and local laws, ordinances, rules, regulations and codes at no cost to the Purchaser.**
- 9. Contractor or Purchaser may revise or terminate this Agreement with a minimum notice of fifteen (15) days. Contractor is requested to submit, in writing, notice of Consultant's intent to leave at least 15 days prior to the actual date of leaving the project. Purchaser will also endeavor to give Contractor/Consultant 15 days notice prior to project end date. However, in case of termination of the Consultant's project by the Client, this Agreement will end on the same day as the Consultant's project termination date by the Client.**
- 10. No modifications or amendment to this Agreement and no waiver of any provisions shall be valid unless made in writing and signed by duly authorized representative of the parties.**
- 11. Purchaser and Contractor intend this Agreement to be a valid and subsisting Legal instrument, and no provision of this Agreement which may be deemed unenforceable shall in any way invalidate any other provision(s) of this Agreement, all of which shall remain in full force and effect. The Agreement shall be binding upon the parties, their successors, legal representatives and assigns, and it is mutually understood and expressly agreed that this Agreement shall be construed and interpreted according to the laws of the Commonwealth of California.**
- 12. Both Purchaser and Contractor shall not be responsible for a failure to fulfill their obligations hereunder as a result of causes beyond its control.**
- 13. EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE IN NO EVENT SHALL PURCHASER OR CONTRACTOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND UPON THE CLAIMED BREACH OF ANY OBLIGATION CONTAINED IN OR ARISING OUT OF THIS AGREEMENT.**

**Contractor:** \_\_\_\_\_

**Purchaser:** Kapil Saigal

**Beechwood Computing Limited  
AGREEMENT FOR CONSULTING SERVICES**

14. The counterpart of this contract held by Contractor shall be considered the original and shall be the binding agreement in case of a variance in any particular between it and any other signed copy.
15. Both purchaser and Contractor agree that the Agreement herein is the complete and exclusive statements of the Agreement between the parties which takes precedence over all oral or written and all other communications including proposals between the parties relating to the subject matter of this Agreement.
16. Arbitration. In the event a dispute arises concerning this contract and/or the performance of the parties (including any officer, agent or employee of company) arising out of or in any way related to this contract or any of their acts or performance in connection therewith or related thereto, the dispute shall be submitted to binding arbitration through and pursuant to the rules of the American Arbitration Association or similar arbitration organization. By agreeing to arbitration, all parties waive their right to court or jury trial. The party first filing shall have the right to select the arbitration association to hear the matter. All claims, including cross-claims and counterclaims, must be brought in the arbitration or are waived. It is understood that the arbitration will be administered by said arbitration association and will include the use of its arbitrators. The arbitration shall be held in the county of the party to file for arbitration. "All costs and/or fees of the arbitration shall be equally divided among all parties to the arbitration and all parties to the arbitration shall be solely responsible for paying their own attorney's fees."

Accepted Contractor Signature: \_\_\_\_\_

Name: Girija Vishnu Godbole

Title: Owner

Date: July 15, 2021

*Kapil Saigal*  
Accepted Purchaser Signature: \_\_\_\_\_

Name: Kapil Saigal

Title: Sr. Vice President

Date: July 15, 2021

Beechwood Computing Limited  
AGREEMENT FOR CONSULTING SERVICES

## APPENDIX A

To the “AGREEMENT FOR CONSULTING SERVICES”  
between Beechwood Computing Limited ("Purchaser") & New York Consultancy Services Inc  
(Contractor") dated 15th July, 2021.

Schedule of Rates and other terms and conditions.

Consultant Name:	<b><u>Girija Vishnu Godbole (MES Implementation Project Manager)</u></b>
Rate:	<b><u>USD 75.00 per hr. (Corp-to-Corp basis)</u></b>
Expected Project Start Date:	<b><u>30<sup>th</sup> July, 2021</u></b>
Estimated Project Duration:	<b><u>36 Months (Extendible)</u></b>
Client:	<b><u>NC-DHHS, Raleigh, NC</u></b>
Location:	<b><u>Remote basis initially but will become onsite after COVID-19 restrictions are lifted.</u></b>
Other:	<b>Any computer equipment &amp; accessories given to Contractor by NC-DHHS, for the Project will be returned by Contractor to our Client, NC-DHHS, at the end of the Project.</b>
Billing:	<b>Will start from the day the consultant joins the project.</b>
Background Check:	<b>This Work order is subject to Consultant successfully Completing Background Check &amp; E-verification.</b>

Documents to be submitted before the start date:

1. A copy of proof of consultant's US Citizenship.
2. Signed contracts and work order.
3. Copy of insurance valid for the duration of the contract assigned to us for
  - a. Automobile liability insurance - \$ 500,000 /- combined single limit.
  - b. Insurance covering acts, errors or omissions - \$ 1,000,000/- per occurrence.

*Kapil Saigal*

**Beechwood Computing Limited**  
**AGREEMENT FOR CONSULTING SERVICES**

**4. Copy of Signed W-9 form.**

\_\_\_\_\_  
Accepted Contractor Signature:

Name: Girija Vishnu Godbole

Title: Owner

Date: July 15, 2021

*Kapil Saigal*  
\_\_\_\_\_  
Accepted Purchaser Signature:

Name: Kapil Saigal

Title: Sr. Vice President

Date: July 15, 2021