



POLE TO WIN INDIA PVT. LTD.

Maruthi Chambers, 4<sup>th</sup> Floor, No. 17/9B, 17/4B

Rupena Agrahara, Hosur Road

Bangalore – 560 068, India

Phone: + 91 80 4910 3999 Fax: + 91 80 4910 3900

## INDEPENDENT CONSULTANCY SERVICES AGREEMENT

This Independent Consultancy Services Agreement ("Agreement") is entered into at Bangalore on effective from **August 28,2014** ("Effective Date") between **Pole To Win India Private Limited**, a company incorporated under the Indian Companies Act, 1956 and having its registered office at 4<sup>th</sup> Floor, Maruthi Chambers, No. 17/9B, 17/4B, Rupena Agrahara, Hosur Road, Bangalore - 560 068 (hereinafter referred to as the "**Company**" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its affiliates, successors and assigns) of the ONE PART;

AND

**Shahu, s/o/ d/o Doulat**, aged 26 yrs and residing at #321/1-92,6th cross venkatapura new extension kormangla 1st block(hereinafter referred to as the "**Consultant**" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, administrations, agents and employees) of the OTHER PART.

The Company and the Consultant are hereinafter also referred to as '**Parties**', collectively and '**Party**', individually, as the context may require.

**1. ENGAGEMENT OF THE CONSULTANT FOR THE SERVICES:** The Company appoints the Consultant on a non – exclusive basis to provide the Services (as defined below) during the term of this Agreement. The Parties have entered into this Agreement on the basis that the Company may, in its absolute discretion, acquire from third parties, services similar to or identical to the Services being provided by the Consultant under this Agreement. Consultant agrees to perform the **monitoring and testing** services particularly in the areas of **testing and gaming** services as required by the Company from time to time ("Services"), for which the Company shall issue work order(s) in the form attached to this Agreement as Exhibit A ("**Work Order**"). Each Work Order shall, upon execution by both the Parties, form a part of this Agreement and shall be subject to all of the terms and conditions contained herein. Subject to the terms of this Agreement, Consultant will, to the best of its ability, render the Services set forth in Work Order(s) accepted by Consultant (the "**Project(s)**") by the completion dates set forth therein. Consultant agrees to exercise the highest degree of professionalism, and to utilize its expertise and creative talents in completing such Projects. In completing the Projects, Consultant agrees to provide its own equipment, tools and other materials at its own expense. Company will make its facilities and equipment available to Consultant when necessary and in this regard, the Consultant agrees that such property of the Company shall be used by the Consultant solely for the performance of the Services under the relevant Work Order and in accordance with policies and procedures as intimated by the Company from time to time. Consultant shall perform the Services necessary to complete the Projects in a timely and professional manner consistent with accepted industry standards, applicable laws and any specific performance and acceptance criteria in a particular Work Order. The Consultant shall comply in all respects with the instructions provided by the officials of the Company from time to time relating to the performance of the Services, duties and obligations under this Agreement. The Services rendered by the Consultant shall be subject to regular review by the officials of the Company and its decision with regard to the quality of the Services thereof shall be final and absolute.

**2. SERVICE FEES:** The service fees to be paid for the satisfactory performance of the Services rendered under this Agreement shall be as set forth in the relevant Work Order. Unless otherwise stated in the Work Order, the service fees is inclusive of all expenses and charges which may be incurred by



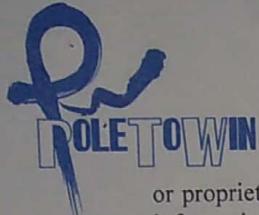
the Consultant during the rendering of the Services or as a result thereof. The Parties agree that the Company shall not be liable to pay any amount to the Consultant other than the mentioned amount of consideration under the Work Order.

**3. INDEPENDENT CONSULTANT RELATIONSHIP:** Consultant's relationship with Company will be that of an independent consultant and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. Consultant is not the agent of Company and is not authorized to make any representation, contract or commitment on behalf of Company. Consultant will ensure that all of its employees and consultants, if any have all necessary permits, licenses or other documents necessary to perform and complete the Projects under this Agreement. Consultant will not be entitled to any of the benefits which Company may make available to its employees, such as group insurance, profit-sharing or retirement benefits, except with respect to employee provident fund or employee state insurance contributions in the manner as may be required to be made by the Company for its contractors as provided under the applicable laws. In this regard, the Consultant agrees that he/ she shall not, under any circumstance or at any point of time, claim or demand to be on the rolls of the Company as an employee of the Company or be entitled to or eligible to participate in any benefits or privileges given or extended by the Company to its employees. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any applicable tax authority with respect to Consultant's performance of Services and receipt of service fees under this Agreement. Consultant agrees to accept exclusive liability for complying with all applicable laws governing self-employed individuals, including obligations such as payment of taxes and other contributions based on the service fees paid to Consultant, its agents or employees under this Agreement. Consultant hereby agrees to indemnify and defend Company against any and all such payments in relation to taxes or contributions, including penalties and interests thereof.

#### **4. CONFIDENTIAL INFORMATION & INTELLECTUAL PROPERTY RIGHTS.**

**4.1 Proprietary and Confidential Information:** Consultant agrees during the term of this Agreement and thereafter that they will take all steps reasonably necessary to hold Company's Proprietary and Confidential Information in trust and confidence in the strictest sense, will not use such Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such information to any third party without first obtaining Company's express written consent on a case-by-case basis. Consultant agrees that Company's Proprietary and Confidential Information shall be used solely for the performance of the Services under the relevant Work Order and may disclose such information to its employees, agents or consultants, if any on a need to know basis. By way of illustration but not limitation '**Proprietary**' and '**Confidential Information**' includes, irrespective of whether the information is designated as confidential and the form or medium in which it is stored, (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "**Inventions**"); (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (c) information regarding the skills and compensation of other employees of Company; and (d) this Agreement and the contents hereunder. In the event of discovery by the Consultant of disclosure of the Company's Proprietary and Confidential Information or other breach of this Agreement, the Consultant shall immediately notify the Company of the breach and shall cooperate in every reasonable way with the retrieval of the disclosed Proprietary and Confidential Information.

**4.2 Third Party Information:** Consultant understands that Company has received and will in the future receive from third parties, including but not limited to Company's customers, confidential



or proprietary information subject to a duty on Company's part to maintain the confidentiality of such information and use it only for certain limited purposes. Consultant further understands that, in the course of performing Services under this Agreement, Consultant will receive confidential and proprietary information of Company's customers directly from such customers. All of the confidential and proprietary information referred to in this Section 4.2 is collectively referred to in this Agreement as "**Third Party Information.**" Consultant agrees to hold all Third Party Information in strict confidence and not to disclose to anyone (other than Company personnel who need to know such information in connection with their Services for Company) or to use, except in connection with Consultant's Services for Company, Third Party Information unless expressly authorized in writing by the Company.

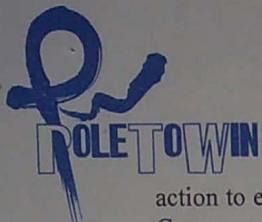
**4.3 No Conflict of Interest:** Consultant agrees during the term of this Agreement, directly or indirectly, not to accept work or enter into a contract or accept an obligation, inconsistent or incompatible with Consultant's obligations under this Agreement. Consultant warrants that to the best of its knowledge, there is no other existing contract or duty on Consultant's part inconsistent with this Agreement. Consultant further agrees not to disclose to Company, or bring onto Company's premises, or induce Company to use any confidential information that belongs to anyone other than Company or Consultant.

**4.4 Work Product.** As used in this Agreement, the term "**Work Product**" means any Invention, whether or not patentable, and all related know-how, designs, mask works, trademarks, formulae, processes, manufacturing techniques, trade secrets, ideas, artwork, software or other copyrightable or patentable works which are solely or jointly conceived, made, reduced to practice, or learnt by Consultant, its employees, consultants or agents in the course of any Services performed for Company.

**4.5 Ownership of Work Product.** Consultant shall specifically describe and identify all technology which (a) Consultant intends to use in performing Services under this Agreement, (b) is either owned solely by Consultant or licensed to Consultant with a right to sublicense and (c) is in existence in the form of writing or working prototype prior to the Effective Date ("**Background Technology**"). Consultant agrees that any and all Work Product conceived, written, created or first reduced to practice in the performance of Services under this Agreement shall be the sole and exclusive property of Company.

**4.6 Assignment of Work Product.** Except for Consultant's rights in the Background Technology, Consultant irrevocably assigns to Company all right, title and interest worldwide in and to the Work Product and all applicable intellectual property rights related to the Work Product, including without limitation, copyrights, trademarks, trade secrets, patents, moral rights, contract and licensing rights (the "**Proprietary Rights**"). Except as set forth below, Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Company's ownership in the Work Product. Consultant hereby grants to Company a non-exclusive, irrevocable, assignable, royalty-free, and worldwide right, with rights to sublicense through multiple tiers of sublicensees, to distribute, reproduce, make derivative works of, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import and offer for sale the Background Technology incorporated or used in the Work Product for the purpose of developing and marketing the products of Company or their respective customers, as determined by Company.

**4.7 Waiver or Assignment of Other Rights.** If Consultant has any rights to the Work Product that cannot be assigned to Company, Consultant unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Company with respect to such rights, and agrees, at Company's request and expense, to consent to and join in any



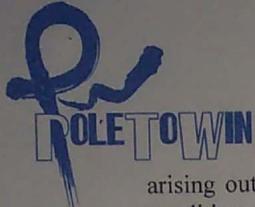
action to enforce such right. If Consultant has any right to the Work Product that cannot be assigned to Company or waived by Consultant, Consultant unconditionally and irrevocably grants to Company, an exclusive, and causes of action of any kind against Company with respect to such rights, and agrees, at Company's request and expense to consent to and join in any action to enforce such right. If Consultant has any right to the Work Product that cannot be assigned to Company or waived by Consultant, Consultant unconditionally and irrevocably grants to Company, an exclusive, irrevocable, assignable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sub-licensees, to reproduce, create derivative works or distribute, publicly perform and publicly display by all means now known or later developed.

**4.8 Assistance.** Consultant agrees to cooperate with Company or its designee(s), both during and after the term of this Agreement, in the procurement and maintenance of Company's rights in Work Product and to execute, when requested, any other documents deemed necessary by Company to carry out the purpose of this Agreement.

**4.9 Enforcement of Proprietary Rights.** Consultant will assist Company in every proper way to obtain, and from time to time enforce, any and all Proprietary Rights relating to Work Product. To that end, Consultant will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, Consultant will execute, verify and deliver assignments of such Proprietary Rights to Company or its designee. Consultant's obligation to assist Company with respect to Proprietary Rights relating to such Work Product in any and all countries shall continue beyond the termination/expiry of this Agreement, but Company may compensate Consultant at a reasonable rate after such termination/expiry for the time actually spent by Consultant at Company's request on such assistance.

**4.10 Execution of Documents.** In the event Company is unable for any reason, after reasonable effort, to secure Consultant's signature on any document needed in connection with the actions specified in the preceding Sections 4.8 and 4.9, Consultant hereby irrevocably designates and appoints Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Consultant. Consultant hereby waives and quit claims to Company any and all claims, of any nature whatsoever, which Consultant now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to Company.

**5. CONSULTANT REPRESENTATIONS AND WARRANTIES.** Consultant hereby represents and warrants that (a) the Work Product/ Services will be an original work of Consultant and any third parties will have executed assignment of rights reasonably acceptable to Company, (b) neither the Work Product/ Services nor any element thereof will infringe the Proprietary Rights of any third party; (c) neither the Work Product/ Services nor any element thereof will be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments; (d) Consultant will not grant, directly or indirectly, any rights or interest whatsoever in the Work Product to third parties; (e) Consultant has full right and power to enter into and perform this Agreement without the consent of any third party; (f) Consultant will take all necessary precautions to prevent injury to any persons (including employees of Company or Company's customer) or damage to property (including property of Company or Company's customer) during the term of this Agreement; and (g) should Company or its customer permit Consultant to use any of Company's or Company's customer's equipment, tools, or facilities during the term of this Agreement, such permission shall be gratuitous and Consultant shall be responsible for any injury to any person (including death) or damage to property



arising out of use of such equipment, tools or facilities, whether or not such claim is based upon its condition or on the alleged negligence of Company or Company's customer in permitting its use.

**6. INDEMNIFICATION.** Consultant will indemnify and hold harmless Company, its officers, directors, employees, sub-licensees, customers and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any provision/ term of this Agreement (a "Claim") or applicable law, provided that Company gives Consultant written notice of any such Claim and Consultant has the right to participate in the defense of any such Claim at his/her expense. From the date of written notice from Company to Consultant of any such Claim, Company shall have the right to withhold from any payments due to the Consultant under this Agreement, the amount of any defense costs, plus additional reasonable amounts as security for Consultant's obligations under this Section 6.

**7. LIMITATION OF LIABILITY:** IN NO EVENT OR UNDER ANY CIRCUMSTANCE SHALL COMPANY BE LIABLE TO THE CONSULTANT OR TO ANY THIRD PERSON CLAIMING RIGHTS DERIVED FROM CONSULTANT'S RIGHTS, IN CONTRACT, TORT OR OTHERWISE, FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, THE TOTAL AGGREGATE LIABILITY OF COMPANY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID TO THE CONSULTANT FOR THE SERVICES RENDERED HEREUNDER.

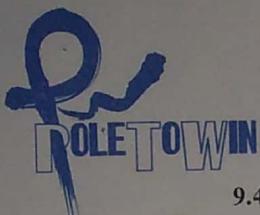
**8. INSURANCE:** Consultant shall maintain at its own cost and expense throughout the term of the Agreement and any extensions thereof, adequate insurance policies to insure its potential liabilities and relevant risks under this Agreement and as may be customary in the business in which the Consultant is engaged.

#### **9. TERM AND TERMINATION.**

**9.1 Term:** This Agreement shall be valid for a period of Three (3) months from the Effective Date, unless terminated according to the terms herein. Provided that the Company may at its sole option renew the said validity period for such further period/s and on such terms and conditions, as the Parties may mutually agree upon.

**9.2 Termination by Company:** Company may terminate this Agreement at its convenience without any reason, upon fifteen (15) days' prior written notice to Consultant, after which Consultant will be paid service fees by the Company on a proportional basis as stated in the Work Order(s) for the satisfactory performance of the Services which has been performed till the effective date of such termination. Company may also terminate this Agreement immediately in its sole discretion upon Consultant's breach of any of the provisions of this Agreement and Company will not be obligated to compensate Consultant for any Services or Work Product not accepted as of such termination date.

**9.3 Termination by Consultant.** If the Company defaults in making the payment of the service fees within the due date as mentioned under this Agreement, the Consultant may terminate this Agreement upon fifteen (15) days written notice thereof to the Company.



**9.4 Non-interference with Business.** During and for a period of one (1) months immediately following termination/ expiry of this Agreement by either Party, each Party agrees not to directly or indirectly solicit or induce any employee, customer or independent consultant of the other Party (which includes existing and those who are in the process of discussions) to terminate or breach an employment, contractual or other relationship with such other Party.

**9.5 Return of Company Property.** Upon termination/ expiry of the Agreement or earlier as requested by Company and within five (5) days from the date of termination/ expiry or Company's request, Consultant will return to Company any and all drawings, notes, memoranda, specifications, devices, formulae, and documents, together with all copies thereof, and any other material containing or disclosing any Work Product, Third Party Information or Proprietary and Confidential Information of Company. Upon the Company's request, the Consultant shall certify in writing that all Confidential Information has been returned. Consultant further agrees that any property situated on Company's premises and owned by Company, including disks and other storage media, filing cabinets or other work areas possessed by the Consultant, is subject to inspection by Company personnel at any time with or without notice.

#### 10. GENERAL PROVISIONS.

**10.1 Governing Law and Dispute Resolution:** This Agreement shall be governed and construed in accordance with the laws of India and the courts at Bangalore, India, shall have exclusive jurisdiction. All disputes, claims, suits and actions arising out of this Agreement or its validity will be finally decided in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of a single arbitrator appointed mutually by both the Parties. The venue for arbitration shall be at Bangalore.

**10.2 Severability:** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy or any amendment thereof, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

**10.3 Assignment/ sub - contracting:** This Agreement shall not be assigned or sub contracted by Consultant without Company's prior written consent, and any such attempted assignment or sub contracting shall be null and void and of no effect.

**10.4 Notices:** All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by hand to the Party to whom such notice is required or permitted to be given. All notices shall be deemed delivered (a) when actually received if personally delivered with acknowledgement; (b) when actually received, if sent by registered or certified mail as evidenced by acknowledgement. The mailing address for notice to either Party will be the address as mentioned first above. Either Party may change its mailing address by notice as provided by this section.

**10.5 Injunctive Relief** A breach or threatened/ apprehended breach of any of the promises or agreements contained in this Agreement may result in irreparable and continuing damage to Company for which there may be no adequate remedy at law, and Company is therefore entitled to seek



injunctive relief as well as such other and further relief as may be appropriate.

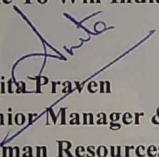
**10.6 Survival.** The following provisions shall survive termination/ expiry of this Agreement: Section 4, Section 5, Section 6, Section 7, Section 9.4, Section 9.5, and Section 10.

**10.7 Waiver.** No waiver by Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Company of any right under this Agreement shall be construed as a waiver of any other right. Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

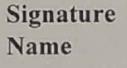
**10.8 Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the Party to be charged. The terms of this Agreement will govern all Work Orders and Services undertaken by Consultant for Company. In the event of any conflict between this Agreement and a Work Order, the Work Order shall control, but only with respect to the Services set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Independent Consultant Services Agreement to be executed by their duly authorized representative.

Pole To Win India Pvt. Ltd

  
Anita Pravens  
Senior Manager & Head  
Human Resources

Consultant

  
Signature  
Name



**EXHIBIT - A TO  
INDEPENDENT CONSULTANCY SERVICES AGREEMENT**

**WORK ORDER**

This Work Order is governed by the terms of an Independent Consultancy Services Agreement dated **August 28,2014** between Company and Consultant. In the event that any item in this Work Order is inconsistent with that Agreement, the terms of this Work Order shall govern, but only with respect to terms expressly set forth in this Work Order.

**Description of work:** monitoring and testing services

**Start Date** : August 28,2014

**End Date** : Nov 28,2014

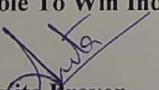
**Benefits:** The Consultant shall be entitled to one (1) day of leave per month for which service fees will be paid to the Consultant. Any leave over and above the said one (1) day in a month will result in deduction of proportionate service fees for each such additional day of leave. The Consultant shall be allowed to carry forward a maximum of three (3) leaves per quarter into the next quarter, which has to be availed within the next quarter. It is clarified that the first quarter will start on the Effective Date. The Consultant shall not be entitled to encash any un-availed leave, whether during or after expiry or earlier termination of the Agreement.

**Working Hours:** As per the Project requirements, schedules and milestones communicated to the Consultant at the time of entering into the Agreement

**Service Fees :** Total amount of **Rs.11402 /- (Eleven Thousand Four hundred and two)** per month

- The service fees herein is inclusive of all taxes
- The Company will deduct income tax and other taxes in accordance with the laws for the time being in force.
- The Company may require the Consultant to work in night shifts and under such other terms and conditions which it may deem fit and notify to the Consultant from time to time. Considering this, the Company may, but it is not obligated to, make adjustments in the service fees, which it may communicate to the Consultant from time to time.
- In the event that the Consultant requires certain additional time in achieving the Project milestones, due to no fault (non-performance) of the Consultant, PTW shall compensate the Consultant with such additional service fees as may be determined at its sole discretion during such point in time.

Pole To Win India Pvt. Ltd.

  
Anita Praveen  
Senior Manager & Head  
Human Resources

Consultant

Name: Shahu  
Date: - .



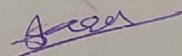
**Full Name** Shahu  
**Designation** Trainee Test Engineer

Components	Monthly (INR)
Basic	<b>6500</b>
Performance Incentive	<b>1519</b>
<b>Company Contribution :</b>	
PF	<b>780</b>
ESI	<b>482</b>
<b>Employee Contribution</b>	
Provident Fund	<b>780</b>
ESI	<b>177</b>
Professional Tax	<b>150</b>
Income Tax	<b>1014</b>
<b>Gross CTC</b>	<b>10140</b>
<b>Total CTC</b>	<b>11402</b>

**Note:** Any changes to above are subject to the company policy. Please note that your compensation is personal to you and you are requested not to share details of the same with others.

We wish you the very best in your career with us.

for Pole To Win India Pvt Ltd

Accepted: 

Anita Praveen  
Senior Manager & Head  
Human Resources

Name: SHAHU TARALE

Date: 28/08/2014