



CONVORA TECHNOLOGIES PVT LTD.

1543 EWS 3RD FLOOR 20th CROSS 3RD STAGE YELAHANKA BANGALORE 560064

Email : info@convora.co website : ww.convora.co Phone : +919901642978

Agreement

This Agreement is made on this 5th day of April 2024

BETWEEN

Convora Technologies Pvt Ltd, No:1543, Yelahanka New Town, Bangalore - 560064, INDIA and represented herein by, **Mr. Praveen Kumar** (hereinafter, referred to as **Convora**, which term shall, unless repugnant or contrary to the context or meaning thereof, be deemed to mean and include its affiliates, representatives, successors-in-interest and assigns) of the **FIRST PART**.

AND

Abhishek Kalia an Individual having his address at Bangalore, India and Here in after referred to as "**Manager - Business Development SCM Consultant (Elextra)**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the **SECOND PART**

Convora and **Consultant**, wherever the context so requires, jointly referred to as "**Parties**" and individually as "**Party**" in this Agreement.

WHEREAS:

- A. **Convora** is a company in Embedded Product design service, Software Services and Consultancy and provides services in the areas of Software Development and Testing, Consulting in Retail B2B, Other electronics product trading.
- B. Whereas **Consultant** is engaged in the business of consulting in the Retail B2B2C business with brand **Elextra**.
- C. **Convora** has established customer base and wishes to expand its business, to support expansion plans, **Convora** is looking for Consultant in the area of Retail B2B2C business.



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- D. The Parties desire to jointly work by utilizing the synergies in their respective fields of expertise in a manner that is mutually beneficial to each other; and accordingly, the Parties are desirous of entering into this Agreement in order to summarise the terms and conditions that will govern the relationship between the Parties.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES TO THIS AGREEMENT AS UNDER:

RESPONSIBILITIES / COMMERCIALS

- 1.1 **Convora** will provide the list of tasks to be performed by the **Consultant**. **Consultant** provides the estimate of activities that needs to be approved by **Convora and its clients**.
- 1.2 **Consultant** will execute the tasks provided by **Convora** in agreed timeline together. **Consultant** will work closely with **Convora's** principals represented by **Convora Consulting Inc** and customers.
- 1.3 **Consultant** will submit the Timesheet of number of hours every week. The Timesheet is to be approved by the reporting Manager.
- 1.4 In case of Client agreed hours are different than Consultants provided hours for the given tasks, **Consultant** will resolve the discrepancy by talking to his Reporting manager.
- 1.5 **Convora** will pay a monthly rate of Rs 30,000 to the **Consultant**. Where applicable, However the time spent is subject to deliverables agreed for the Scope of work at Hand. The Payment will be done on Monthly basis based on the approved timesheets within 30 days of completion of work. During the starting/ending month of the contract, the payment will be calculated on a pro rata basis.
- 1.6 **Consultant** has to build the business with the leads shared from company and will tend to convert the lead to sales according to SAAS model discussed. Atleast to meet the company expenses in initial time frame and later to have 3X of the expenses.

VALIDITY / TERMINATION

- 3.1 Unless extended by mutual consent, this Agreement shall be valid for a period of 2 months from the date hereof.



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- 3.2 Notwithstanding the 2 Months validity of this Agreement, all contracts finalized during the validity of this agreement period will be subject to payment as indicated 1.5.
- 3.3 The contract can be terminated with immediate notice as per business requirement.
- 3.3 Consultant might be converted to regular employee based on performance as per company norms.

GENERAL

- 4.1 **Notices:** All notices or other communication required to be sent under this Agreement shall be sent or delivered to the receiving Party at the address set forth above or at such other address as the Parties may from time to time designate in writing. All notices or other communications shall be deemed to have been duly given or made seven (7) working days after being deposited in the mail with postage pre-paid.
- 4.2 **Modification/Amendment:** No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid unless made in writing and duly executed by the Parties.
- 4.3 **Costs & Expenses:** Unless otherwise specified in this Agreement, each of the Parties shall pay their own costs and expenses relating to the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.
- 4.4 **Confidentiality:** Each Party hereby acknowledges that pursuant to this Agreement and by reason of its relationship with the other Party hereunder, it will have access to certain information and materials concerning the other's business, future plans, customers, technology, and products that are confidential and of substantial value to the other Party, which value would be impaired if such information were disclosed to third parties ("**Confidential Information**"). Each Party agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information revealed to it by the other Party. Each Party also agrees to keep the terms of this Memorandum confidential. Each Party shall take every reasonable precaution to protect the confidentiality of the Confidential Information, as well as the terms of this Agreement.
- 4.5 **Governing Law and Disputes:** This Agreement shall be construed and governed in accordance with the laws of the Republic of India. Resolution of disputes if any will be in the Courts of Bangalore.



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- 4.6 Indemnity: Notwithstanding the Client's requirements, each Party shall effectively indemnify and hold harmless the other Party against all actions, claims, demands, costs, interests, charges, penalties (including liquidated damages and consequential damages), expenses or other liabilities to any or third parties arising from or in consequence of that Party's negligence, omission and/or breach of obligations, breach of contract under the Contract with the Client.
- 4.7 Others: This agreement requires Consultant to not work with clients or associates that can directly affect the business of CONVORA for at least 3 years after leaving CONVORA.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands to this Memorandum the day and year first hereinabove written.

Signed and delivered for:

CONVORA TECHNOLOGIES PVT LTD

Praveen Kumar

Signed and delivered for:

Abhishek Kalia

Signature: