
Studio Frontier

+91 9820933858

hello@studiofrontier.com

Engagement Agreement v1.0

- Toddl

24th October 2025

THIS ENGAGEMENT AGREEMENT (the “Agreement”) is entered into effect on October 24 2025 by and between **Toddl**, a company registered at _____ (the “Company”),

and Alzion Labs Pvt Ltd, a company incorporated and existing under the laws of India having its principal office at 42, Avadhoot CHS, Vishnu Nagar Nana Shankar Road, Dombivli West THANE 421202 Maharashtra, India , with the phone number **+91-9820933858** and the e-mail neha@studiofrontier.com (the “Consultant”).

Company and Consultant are collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS, Consultant is engaged in the business of Software Development and has employed personnel with the requisite qualifications, knowledge and experience to render the Services (as defined herein below) to the Company; and

AND WHEREAS, Consultant is interested in providing the Services to Company and the Company is interested in receiving the Services from the Consultant, all subject to and in accordance with the terms set forth herein.

NOW THEREFORE, in consideration of the mutual premises, covenants and understandings contained herein, the parties agree as follows:

1. **Representations and Warranties.** Consultant represents and warrants to the Company that: (i) there are no contracts and/or restrictive covenants preventing the Consultant and its employees from full and necessary performance of duties and obligations under this Agreement; and (ii) the Consultant has employed personnel

with the requisite qualifications, knowledge and experience to render the Services and perform the obligations under this Agreement.

2. **The Engagement.** Consultant shall provide the Company with the services set forth in the document attached hereto as **Exhibit A** (the “Services”). The Services shall be provided by the Consultant diligently and to the best of the capability of the Consultant, in the scope described in exhibit A. The nature and scope of the Services may be updated and adjusted from time to time, upon a mutual written consent by the parties. The Consultant shall report directly to Shwaytaj Raste, Radhika Raste and/or any other person so designated by them.
3. **Compensation.** In consideration of rendering of the Services, the Consultant shall be entitled to the compensation set forth in the document attached hereto as **Exhibit-B** (the “Consideration”).
4. **Independent Contractor; Taxes.** The parties understand and agree that the Consultant is an independent contractor and there is and shall never be employer-employee, principal-agent or joint venture relationship between the parties. The Consultant shall have the sole responsibility to pay any direct or indirect taxes related to the Consideration or to any other compensation/reimbursement or any other payment which the Consultant may receive from the Company in consideration for the Services and the Company’s liabilities shall be limited to deducting taxes at sources or pay applicable GST as per the laws on all payments made to the Consultant under this Agreement.
5. **Duties of Consultant.** The Consultant hereby affirms and undertakes that, during the hours of providing the Services to the Company, the Consultant’s personnel designated for rendering Services to the Company shall : (a) devote their full and dedicated time, know-how, energy, expertise, talent, experience and best efforts, to the performance of Services within the framework of specific tasks assigned to the Consultant from time to time, by mutual agreement between the Consultant and the Company; (b) the Consultant shall perform and discharge well and faithfully, with devotion, honesty and fidelity, all the obligations as set forth herein; (c) comply with all of Company’s disciplinary regulations, work rules, policies, procedures and objectives, as may be determined by Company from time to time, which are applicable to the Consultant and as notified to by the Company; (d) immediately and without delay, inform **Shwaytaj Raste, or Radhika Raste**, or to any other person so designated by them of any affairs and/or matters that might constitute a conflict of interest with the Company; and (e) not use or disclose any trade secrets or proprietary information of third parties in such a manner that may breach any confidentiality and/or other obligation the Consultant may have undertaken relating

to any third party. (f) Consultant has the necessary rights and permissions/approvals from necessary government authorities, along with full authority, corporate and otherwise, to take all action necessary, to execute, deliver and perform their obligations under this Agreement. (g) Consultant warrants that there are no current, pending or threatened actions or proceedings before any court, arbitrator, administrative tribunal or governmental authority which might materially and adversely affect the business, assets or condition (financial or otherwise) or operations of Consultant or their ability to perform their obligations under the Agreement. (h) Consultant shall comply with all the applicable laws of India applicable to this agreement. (i) Consultant warrants that he is not aware of anything in their reasonable control which will or could have an adverse effect upon their ability to perform their respective obligations/provide Services under this Agreement. (j) This Agreement has been duly and validly authorized, executed and delivered by Consultant and constitutes a legal, valid and binding obligation of Consultant, enforceable against Consultant, in accordance with its terms. (k) Consultant possesses sufficient expertise and know-how to perform each of the Services required of it hereunder this Agreement. (l) Consultant shall use their best efforts to promote and protect the interests of the Company during the term of this Agreement. (m) Consultant will always adhere to the guidelines prescribed by relevant authorities and/or the Company with regard to actions/omissions and professionalism whilst performing Services. (n) Consultant will not make any presentations before any media house including in form of press release without written approval of the Company. (o) Consultant agrees that it will ensure that it does not inadvertently or otherwise violate any third-party intellectual property rights whilst providing Services to the Company.

6. Confidential Information, and Confidentiality.

- a. Consultant is aware that in the course of engagement with the Company and/or in connection therewith or for the performance of the Services under this Agreement, the Consultant may have access to, and be entrusted with, technical, proprietary, sales, legal, financial, and other data and information with respect to the technology, affairs and business of the Company, its affiliates, customers and suppliers, and including information received by the Company from any third party subject to obligations of confidentiality towards the said third party, all of which data and information, whether documentary, written, oral or computer generated, shall be deemed to be, and referred to as “**Confidential Information**”, which, by way of illustration but not limitation, shall include trade and business secrets, financial

information including budgets and forecasts, business and technological processes, patents, improvements, ideas, inventions (whether reduced to practice or not), techniques, products, and technologies (actual or planned), financial statements, marketing plans, strategies, customer and/or supplier lists and/or relations, research and development activities, formula, data, know-how, designs, discoveries, models, computer hardware and software and any and all documentation relating thereto, drawings, dealings and transactions, except for such information which, on the date of disclosure, is, or thereafter becomes, available in the public domain or is generally known in the industry through no fault on the part of the Consultant.

- b. Consultant agrees and declares that all Confidential Information, patents and/or patent applications, copyrights and other intellectual property rights in connection with the Confidential Information or any other information received or obtained by Consultant by virtue of engagement with Company, are and shall remain the sole property of the Company and its assigns.
- c. During the Term and upon its expiration or termination thereof for whatsoever reason, Consultant shall in perpetuity keep in confidence and trust all Confidential Information, and any part thereof, and shall not use or disclose and/or make available, directly or indirectly, to any third party any Confidential Information without the prior written consent of the Company, except and to the extent as may be necessary in the ordinary course of performing Consultant's duties under this agreement and except and to the extent as may be required under any applicable law, regulation, judicial decision or determination of any governmental entity, provided prompt written notice in advance to be given to the Company, to ensure that such disclosures is accorded confidential treatment and also enables to seek a protective order or other appropriate remedy at the Company's sole cost.
- d. Without derogating from the generality of the foregoing, the Consultant agrees: (a) not to copy, transmit, reproduce, summarize, quote, publish and/or make any commercial or other use whatsoever of the Confidential Information, or any part thereof, without the prior written consent of Company, except as may be necessary in the performance of Consultant's duties under this Agreement; (b) to exercise the highest degree of care in safeguarding the Confidential Information against loss, theft or other inadvertent disclosure and to take all reasonable steps necessary to ensure the maintaining of confidentiality; (c) upon a request by the Company to do so, the Consultant shall immediately deliver to the Company or destroy all

Confidential Information and any and all copies thereof, in whatever form, that had been furnished to the Consultant, prepared thereby and/or came to Consultant's possession in any manner whatsoever, during and in the course of Consultant's engagement with the Company, and shall not retain and/or make copies thereof in whatever form and certify such destruction in writing.

- e. In case Consultant engages the services of Consultant's employees, sub-contractors, agents etc. in respect of the Services rendered under this Agreement, Consultant shall ensure that Confidential Information are disclosed to such employees, sub-contractors, agents etc. only on need-to-know basis and reasonable steps have been taken by Consultant prior to such disclosure to ensure confidentiality of such information of the standard no less than the standard provided herein.
- f. Either party may describe its role in the services provided on its website and in other promotional and marketing materials, and, if not expressly objected to, include a link to the other party's website without prior written approval of the other Party.

7. Standard of Service and Defect Rectification

- a. Consultant guarantees that the Services rendered by Consultant shall be timely and in a professional and workmanlike manner in accordance with the requirements of the Company and the deliverables shall be free from any defects.

8. Indemnification

- a. The Consultant hereby represents and warrants that the deliverables developed and handed over by Consultant to the Company under the scope of the Services do not violate and will not violate the Intellectual Property Rights of any third party.
- b. Consultant indemnifies and agrees to keep the Company, its directors, promoters, independent contractors and employee harmless from any damages, claims, loss, injuries etc. incurred to or by them, due to infringement or violation of Intellectual Property Rights of any third party or due to claim arising from the use of open source codes by Consultant in the deliverables, which are prohibited or restricted for use in derivative works or for any claims of that nature whatsoever.

Notwithstanding anything mentioned to the contrary in this Agreement, Consultant agrees to indemnify, hold harmless and undertakes to defend the Company, its Affiliates and their respective employees, officers and directors

against all losses, claims, damages, and liabilities as a result of:

- i. any claims of infringement of the Intellectual Property Rights;
- ii. any third-party claims arising out of or in connection with the performance of the Services;
- iii. any claims, demands, fines, penalties and other sanctions imposed by a court, tribunal or other governmental authority for non-compliance with any laws;
- iv. any legal obligations or losses, costs or damages arising directly or indirectly, out of any misconduct or misuse of the powers, duties assigned to the Consultant;
- v. any claim on account of an alleged breach of confidentiality and security of data occurring as a result of acts of omission or commission of Consultant;
- vi. breach of the terms of this Agreement, willful default, gross negligence, omission or act of commission performed by the Consultant during the tenure of this Agreement.
- vii. breach of applicable laws including data protection, anti-corruption and anti-bribery laws.

9. LIMITATION OF LIABILITY

COMPANY MAKES NO WARRANTIES EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE WITH REGARD TO ANY INFORMATION PROVIDED BY IT TO SERVICE PROVIDER AND THE SAME IS BEING PROVIDED ON 'AS IS' BASIS. COMPANY SHALL NOT BE LIABLE TO THE CONSULTANT OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, DAMAGES FROM LOSS OF USE, DATA, PROFITS OR BUSINESS OPPORTUNITIES WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER THE CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES., ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THE COMPANY SHALL HAVE NO LIABILITY TOWARDS DIRECT DAMAGES FOR ANY REASON.

The aggregate liability of the Consultant, in respect of any losses, costs claimed by the Company for any breach of this agreement and applicable laws in relation to this agreement, will be at actuals, from the date such liability first arose.

10. Assignment. The Consultant may not assign any of the rights or obligations hereunder without first obtaining the Company's written consent. The Company may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all of the Company's business.

11. General

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- a. Either party's failure at any time to require strict compliance by the other party of the provisions of this Agreement shall not diminish such party's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any particular default shall not waive any other default.
 - b. All disputes with respect to this Agreement shall be determined in accordance with the laws of India, without giving effect to any principles of conflict of law, and the competent courts in Mumbai, India shall have exclusive jurisdiction of any such dispute. In the event of any differences or dispute or questions arising between the Parties hereto, or between any of them, whether during the continuance of this Agreement or after, the Parties hereto shall make every effort to settle the same amicably and by mutual discussion and negotiation within 30 (thirty) days of any Party notifying the other Party in writing that the dispute has arisen and specifying the dispute. In the event the dispute between the Parties hereto cannot be settled amicably, the dispute shall be settled by arbitration through a mutually appointed sole arbitrator, to be held at Mumbai, India in accordance with the provisions of Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award shall be final and binding on both the parties. (iii) Nothing in this clause shall prevent, or be construed as preventing, a Party from seeking injunctive or other equitable relief in a court of appropriate jurisdiction. The prevailing party therein shall be entitled to recover its reasonable attorney's fees and costs of litigation or arbitration from the non-prevailing party.
 - c. In the event that any provision of this Agreement shall be deemed unlawful or otherwise unenforceable, such provision shall be severed from this Agreement and all other provisions of the Agreement shall continue in full force and effect. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
 - d. This Agreement contains and sets forth the entire agreement and understanding between the parties with respect to the subject matter contained herein, and as such supersedes all prior discussions, agreements, representations and understandings in this regard. This Agreement shall not be modified except by an instrument in writing signed by both parties.
 - e. Provisions intended to survive the termination of this Agreement, shall survive. Such terms and conditions include but are not limited to Indemnity,

Confidential Information, Relationship, Limitation of Liability, Intellectual Property Rights, Representation and Warranties, Term & Termination, Governing Law, Jurisdiction and Dispute Resolution.

- f. Each notice and/or demand given by one party to the other pursuant to this Agreement shall be given in writing and shall be sent by registered mail or delivered by hand to the other party at the addresses set forth above, and such notice and/or demand shall be deemed given at the expiration of 3 days from the date of mailing by registered mail or immediately if delivered by hand. Such address shall be effective unless notice of a change in address is provided by registered mail to the other party.
- g. Each Party confirms and warrants that it shall at all times comply with all applicable anti-bribery and anti-corruption laws of India, as relevant for this Agreement. Each Party shall have the right to terminate this Agreement immediately upon written notice to the other Party, in case the other Party is in breach of its obligations under this clause.
- h. Modifications of and amendments to this Agreement can only be made in writing and signed by duly Authorized Representative of the Parties. This Agreement may be executed in counterparts, which may be faxed or sent via email, each of which when so delivered shall be deemed an original, and together, an original instrument. Parties agree that facsimile or electronically transmitted signatures shall be deemed to be originals, and both parties agree to accept and be bound thereby. This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and either Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in 'portable document format' (.pdf) shall be as effective as signing and delivering the counterpart in person.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the above-captioned date.

Toddl

By:

Title:

Date: _____

Alzion Labs Pvt. Ltd.

By: Neha Gehani

Title: Director

Date: _____

Exhibit A

Specification of Services

The Consultant shall have the following responsibilities:

- Complete the scope of work as defined in the document titled “Child Development Tracker Application v1.1”, prepared by Studio Frontier, which is attached to this agreement and forms an integral part of it.
- Carry out any additional responsibilities that may be determined by the Company and mutually agreed upon by both Parties in writing.
- The Parties acknowledge that the final scope of work and pricing **may be revised** upon receipt and review of final designs or additional scope from ToddI. Any such revisions shall be mutually agreed upon and documented as an addendum to this agreement.

IN WITNESS WHEREOF, the parties have executed and agreed to this Specification of Services.

ToddI

By:

Title:

Date: _____

Alzion Labs Pvt. Ltd.

By: Neha Gehani

Title: Director

Date: _____

Exhibit- B

Consideration

The Consultant shall be entitled to the following consideration:

1. Subject to the terms and conditions of the Engagement Agreement, the Consultant shall be compensated in the following manner:
 - i. Advance payment (40%): INR 3,20,000
 - ii. After Staging app is completed (40%): INR 3,20,000
 - iii. After the app is live (20%): INR 1,60,000
2. The aforesaid amounts shall be remitted to the Consultant's Banking Account upon receipt of Debit Note / Supporting Vouchers.

Exclusions:

The above fee does not include the following:

- **AWS hosting charges** – The App backend will be hosted on the Client's AWS account, and all associated costs will be borne directly by the Client.
- **AI usage costs** – AI processing charges will apply based on actual usage. The final cost will depend on the complexity and volume of the conversational flows and can only be accurately determined after initial testing.
- **App Store and Play Store listing costs** – The mobile app will be published under the Client's Apple App Store and Google Play Store developer accounts. All associated account setup, verification, and annual listing fees will be borne directly by the Client.

IN WITNESS WHEREOF, the parties have executed and agreed to this Consideration.

ToddI

By:

Title:

Date: _____

Alzion Labs Pvt. Ltd.

By: Neha Gehani

Title: Director

Date: _____

