

[ABC Corporation]
Appendix A - Statement of Work

This Statement of Work, dated 15-July-2025 (this “SOW”), is made by XXX **Services Pvt. Ltd.** (“we” or “XXX”) PAN: AAKPX3567C and ABC Corporation (“you” or “Client”), pursuant to the Agreement, dated [01-June-2025] (the “Agreement”), between XXX and Client.

Except as otherwise set forth in this SOW and as applicable, this SOW incorporates all the terms of the Agreement, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the Services covered by this SOW and not to services covered by any other statement of work executed pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement, and references in the Agreement to “you” or “Client” shall be deemed references to you.

1. Scope of services

XXX has been engaged to provide professional personnel (“Personnel”) as loaned staff to the Client (“Services” or “Loaned Staff Services”), who will support the activities of the Client's **digital transformation and process optimization initiatives**, basis Client instructions and function on a “loaned staff” basis only. The Client is responsible for directing and supervising the Personnel, reviewing any work assignments performed or facilitated by such Personnel and related scope of services performed by the Personnel, and for all material decisions.

We understand that you are retaining us to provide Personnel for the following activities:

- **IT system analysis, process re-engineering, and documentation support**
- **Personnel will follow Client's Agile methodology and sprint cycles, receiving all instructions and performing under Client's direct supervision.**

The list of personnel who will be delivering the Loaned Staff Services is outlined in the table below.

Details of Personnel (Name / Designation)	Role	Engagement period
Priti Gupta	Software Engineer	20-July-2025 to 19-October-2025

2. Your specific obligations

- ▶ The Client shall appoint **Ms. Priya Sharma, Head – Operations** to whom the Personnel will directly report for the duration of this loaned staff engagement as agreed herein (a “Client Supervisor”). The Client Supervisor will be responsible for providing appropriate instruction, information and guidance to the Personnel and supervising the work performed by the Personnel as per your requirements.
- ▶ In the event that the Client does not appoint a Client Supervisor, the Client shall bear the risks associated therewith, and XXX shall have no responsibility for the acts, performance or omissions of the Personnel in connection with the any work assignments and/or services performed by such Personnel.

The Client shall be responsible for ensuring that the Client Supervisor has the requisite skill, availability, and ability to supervise the Personnel for the loaned staff engagement period agreed herein. XXX shall have no responsibility for supervising or correcting or monitoring the Personnel's work in connections with your instructions and requirements and it shall be the Client's responsibility to determine whether the Personnel's work is sufficient and appropriate for the Client's needs.

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- ▶ Given the loaned staff nature of the Services, you agree that: (a) XXX and any other XXX Firm or XXX Person will not subject any work assignment and/or service performed by the Personnel as per your instructions ("Work Product"), to XXX's normal practices of quality control; (b) the Client will subject such Work Product to its own practices of quality control and (c) the final Work Product will be deemed to be the internal work product of the Client, and will remain the responsibility of the Client and not of XXX or any other XXX Firm. Accordingly, Client agrees to assume sole responsibility for such Work Product.
- ▶ The Client further agrees that it will not reference XXX (including without limitation, by using XXX's name, logo, trademarks or the names of any other XXX Firm) in any way with respect to such Work Product.
- ▶ To the extent that the Personnel signs or initials any Work Product (including, without limitation, working papers) it will be deemed to be for identification purposes only.
- ▶ In providing the Work Product, the Personnel will not perform any management functions or undertake any managerial responsibilities for the Client, including without limitation, establishing and maintaining an effective internal control system, record keeping, supervising the Client's personnel or making decisions on behalf of the Client.

3. Specific additional terms and conditions

If, for any reason, the Personnel are unable to complete the intended Work Product, or if the Personnel's performance does not meet the Client's expectations, XXX will endeavor to provide a suitable replacement within a reasonable period of time. Each party agrees that this shall be the Client's sole remedy against XXX with respect to any inability to complete the intended Work Product or perform the Services or any performance issues of the Personnel.

As mentioned earlier, the Personnel shall work under the direct supervision and direction of the Client. Accordingly, to the fullest extent permitted by applicable law, the Client shall indemnify and hold harmless XXX, XXX Firms and XXX Persons (collectively, 'Indemnitees'), from and against all claims (including any third party claims), and resulting liabilities, losses, damages, costs and expenses (including reasonable legal costs) on XXX arising out of the Work Product and/or the Loaned Staff Services.

4. Timetable

Unless otherwise agreed, and subject to the General Terms and Conditions of the Agreement, we expect to perform the Services during the period from 20-July-2025 to 19-October-2025.

5. Contacts

You have identified **Ms. Priya Sharma – Head, Operations** as your contact with whom we should communicate about these Services. Your contact at XXX for these Services will be **Mr. Anil Menon – Partner**, XXX Services Pvt. Ltd.

6. Fees

The General Terms and Conditions of the Agreement address our fees and expenses generally.

Details of Personnel	No of Person-	Rate per	Fee estimate
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(Name / Designation)	[hours/days/months]	Person-hour/day/month [Currency]	[Currency]
Senior Business Analyst (Ms. Soni)	2 persons	₹15,000	₹1,200,000
Process Engineer (Mr. Abhilash)	1 person	₹12,000	₹480,000

The estimated fees, excluding expenses, for the Services as currently contemplated, will be in the range of INR ₹1,500,000 to INR ₹1,680,000. XXX will notify the Client as soon as practicable if this estimate will be significantly exceeded.¹

In addition, the Client shall reimburse XXX for direct and allocated expenses incurred in connection with the performance of the Services. Direct expenses shall include reasonable and customary out-of-pocket expenses incurred in connection with the performance of the Services, for items such as travel, meals, accommodation, applicable bank charges on inward remittances and other expenses specifically related to this engagement. [Allocated expenses, in the form of a ten percent administration surcharge on direct expenses, represent a recovery of expenses such as printing & stationery, telecommunication costs, other levies/ taxes, costs that are not always identifiable to specific engagements].²

On specific request of the Client, an itemized detail of expenses may be provided. In case, there will be a requirement of submitting supporting documents for reimbursement of expenses, we will provide only soft copies of supporting documents. We do not maintain original copies of bills related to reimbursements of employees claims.³

The Client shall also pay all applicable taxes incurred in connection with the Services or the Reports (except for taxes imposed on XXX's income).

XXX shall bill the Client for its fees, expenses and applicable taxes, if any, as they are incurred, in accordance with the below/attached schedule.⁴

XXX will submit its invoices 21 days in advance of the agreed payment due date.

The invoice shall be raised to you and, accordingly, the fee shall be paid by you and not by any of your affiliates / group companies / promoter / shareholder, etc.

An Early Termination Fee shall apply in the event either of the following occurs before the end of the Term (as defined in Appendix B): (a) if the Client notifies XXX that due to a Change of Control in the Client, the Client desires to terminate the Agreement or (b) if there is a reduction in the level of Services provided by XXX under this Agreement (due to a Change of Control in the Client) so that payments to XXX hereunder are less than 50% of baseline, and XXX notifies the Client that XXX desires to terminate the Agreement. In either event, the Client will pay an Early Termination Fee as follows:

¹ This sentence is recommended for use where the fee will be a range and is subject to changes based on efforts

² The ten percent administration surcharge is not applicable in case of SEC Client

³ Where the Client insists on modification/removal of the clause, please take specific approval from the EP and the Finance team; the engagement team shall need to make its own arrangements for compliance with the Client's requirement for original bills

⁴ The schedule should indicate billing month, payment due date and amount on separate schedule or in the body of the SOW. Fee preferably should be billed bimonthly or monthly. If the fee schedule is complex/involving multiple billing entities, etc., select "attached", else retain "below"

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- Rs ₹400,000, if termination occurs in the <period e.g. first 12 months> after the Effective Date of this Agreement;
- Rs ₹250,000, if termination occurs in the <period e.g. between 12 and 24 months> after the Effective Date of this Agreement; or
- Rs ₹100,000, if termination occurs in the <period e.g. after end of 24 months> after the Effective Date of this Agreement.

Because the Client has asked XXX to submit invoices in **U.S. dollars** for Services performed by various XXX Entities (as defined in Appendix B) that would otherwise be billed in local currencies, XXX will adjust its fees for foreign currency rate adjustments as follows. XXX's anticipated schedule of billings in **U.S. dollars** is based on the following base period exchange rates.

Base Period Exchange Rates

XXX Entity Location	Month __, 20XX
Australia	___ A\$/US\$
Canada	___ CD\$/US\$
France	___ Eu/US\$
HK	___ HK\$/US\$
Israel	___ I/US\$
Japan	___ Yen/US\$
Singapore	___ S\$/US\$
Switzerland	___ CHF/US\$
UK	___ GBP/US\$

In the event that the exchange rate as specified by the Reserve Bank of India ('RBI') as of any billing date for any currency in a country in which Services were performed varies from the Base Period Exchange Rate specified above by more than **five percent (5%)**, XXX will calculate an adjustment (rounded to the nearest hundred **as U.S. dollars** for **U.S. dollar**-denominated billing attributable to that country. The calculation will involve dividing the Base Period Exchange Rate by the then-current Exchange Rate and multiplying the resulting number (rounded to the nearest hundredth) by the scheduled **U.S. dollar** amount. XXX's invoice for such billing date will set forth the **U.S. dollar** amount scheduled to have been billed for each country or, if instead applicable, the adjusted amount. All such amounts will be added to arrive at the aggregate invoice amount for such invoice.

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In witness whereof, the parties have executed this SOW as of the date set forth above.

XXX **Services Pvt. Ltd**

By:

Name: **Anil Menon**

Title: **Partner/Associate Partner⁵**

ABC Corporation

By: _____

Name: **Priya Sharma**

Title: **Head – Operations**

Insert legal name of XXX entity under which services will be performed under the specific SOW

The Engagement Partner signs the engagement a **greement**, as authorised by firm or C **onsulting** policy in this regard

Delete as applicable

If the engagement covers the Client and its affiliated entities, then insert: “, on behalf of itself and its affiliate^s listed in Appendix [XX]”

⁵ Delete as applicable

■ Terms and Condition

Notices

Any notices or communications required or permitted under this Agreement shall be in writing and shall be delivered either personally, via certified mail (return receipt requested), via expedited overnight delivery service, or via electronic mail with confirmation of receipt, to the parties at their respective addresses set forth below, or at such other address as a party may designate in accordance with this section. Notices shall be effective upon receipt or, if sent via certified mail, three (3) business days after mailing.

Entire Agreement

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, related thereto. No amendment or modification of this Agreement shall be valid unless set forth in writing and signed by both parties.