Dec 30, 2025

To: harsh jani

Address: Ahmedabad, Gujarat

Dear harsh jani ,

We are pleased to offer to you an opportunity for full-time employment with Mirai 360 AI ("the Company"). If you accept our offer, your tentative joining date will be on Jan 1, 2026 or such other date as communicated by the Company.

Engagement Details contains the terms and conditions of your employment with the Company which is subject to appropriate taxes. These taxes will be deducted from your pay.

If you accept the offer, please sign the letter, and return to us within 3 business days from the date of this letter. Our offer shall automatically lapse unless we receive your acceptance within the designated time or unless we grant an extension of time due to extenuating circumstances.

You are required to handle this letter with all terms and its contents as strictly confidential, including but not limited to compensation, and you may not disclose or discuss the same, externally or with co-workers, without the Company's prior written consent.

We look forward to you joining our team and contributing to the Company's success. Should you have any questions or would like to discuss the terms and/or conditions of this offer, please feel free to contact your recruiter.

1. Engagement Details

Detail	Description
Consultant Name	Harsh Jani
Role	Senior Front End Engineer
Start Date (Effective Date)	Jan 1, 2026
Initial Term	3 months, extendable up to 1 year, as per Clause 14.1 of the Agreement

Detail	Description
Location of Service	Ahmedabad, Gujarat
Reporting to	Shivang Patel, Founder and CEO

Compensation

You will be paid a professional fee for the services rendered as follows:

Component	Detail
Professional Fee	Rs. 35,000/- (Rupees Fifty Thousand Only) per month
Invoicing & Payment	Payable monthly, within thirty (30) days from the receipt of a valid invoice.
Taxes	You are solely responsible for all applicable taxes and statutory levies, including GST, in connection with the fees received.

Sincerely,

For and on behalf of Mirai360 AI

Signature: _____

Name: Shivang Patel

Designation: Founder and CEO

Date: Dec 30, 2025 9:15 AM GMT+5:30

CONSULTANCY AGREEMENT

This Consultancy Agreement ("**Agreement**") is being entered into and executed on this Tuesday day of [30], 2025 ("**Effective Date**")

BY AND BETWEEN:

(1)   Mirai360 AI, having its head office/residence at 404, 4th floor, Galaxy Mall, Neharunagar Shivranjani Road, Ahmedabad 380015 (hereinafter referred to as "**Client, or Mirai 360**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its, affiliates, subsidiaries, successors and permitted assigns);

(2)   Harsh Jani, having its head office/residence at M6 7518 Satyanarayana society, Gayatri Nagar, Bhavnagar, Gujarat (hereinafter referred to as "**Consultant**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its, affiliates, subsidiaries, successors and permitted assigns).

"**Client**" and "**Consultant**", are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

(A)   **Mirai 360** is an Agentic AI OS for legal systems that transforms Indian law firms through comprehensive automation of back office operations, client experiences, and legal intelligence. The platform enables boutique practices to handle larger, more complex cases through our AI-first agentic architecture that operates autonomously across legal workflows. Built for Indian legal complexity with vernacular language support, Mirai360 operates as the complete AI operating system that converts traditional legal practices into strategic advisory firms*;*

(B)   *The Contractor shall design, develop, and maintain Frontend infrastructure for autonomous AI agent systems. This includes building agent orchestration frameworks, implementing tool/API integration layers between LLMs and external services, developing async execution pipelines with state management and fault tolerance, and creating memory/context systems using vector databases. The Contractor shall ensure all agent workflows include appropriate safety guardrails, logging, and human-in-the-loop controls as specified by the Company. The Contractor shall*

collaborate with frontend teams to deliver seamless API integrations, maintain comprehensive test coverage, and uphold code quality standards. Performance shall be evaluated based on execution time against agreed milestones and overall quality of delivered work;

(C)   The Client desires to engage the Consultant to provide certain services in the area of Consultant's expertise as more clearly defined in **Schedule I** of the Agreement and the Consultant is willing to provide such services to the Client;

(D)   The job description to be performed by the Consultant have been detailed and defined in **Schedule II** of this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual agreements and covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement hereby agree as follows:

1.   DEFINITIONS & INTERPRETATION

1.1   In this Agreement, unless the context otherwise requires, the following expressions shall have the meanings respectively assigned to them hereunder:

1.1.1   **Affected Party** has the meaning ascribed to such term in Clause 12.2.1;

1.1.2   Affiliate in relation to a person,

(a)   Being a corporate entity, shall mean any entity or person, which Controls, is Controlled by, or is under the common Control of such person;

(b)   Being an individual, shall mean any relative, or any other Person which is Controlled by such person or a relative of such individual;

(c)   in any other case shall mean a person Controlled by a Party/Parties to this Agreement.

1.1.3   **Agreement** means this Joint Working Agreement along with its Schedule(s) and any Addendum(s) executed from time to time in accordance with the terms hereof;

1.1.4   **Applicable Law** or **Law** means and includes the Act, any rules or regulations under any of them and includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, circulars, policies,

directions, directives, transfer pricing norms and orders of any Government Authority, and, if applicable, international treaties, having jurisdiction over the matter in question and having the force of law;

1.1.5   **Discussion Period** has the meaning ascribed to such term in Clause 18.3;

1.1.6   **Dispute** has the meaning ascribed to such term in Clause 18.2;

1.1.7   **Dispute Notice** has the meaning ascribed to such term in Clause 18.2;

1.1.8   **Disputing Party** has the meaning ascribed to such term in Clause 18.2;

1.1.9   **Effective Date** has the meaning ascribed to such term in Clause 2;

1.1.10   **Force Majeure Event** has the meaning ascribed to such term in Clause 12.1;

1.1.11   **Government Authority** means and includes:

(a)   any central, state, local or foreign government, or political sub-division thereof;

(b)   any ministry, department, commission, board, authority, agency, court, tribunal, or other instrumentality exercising legislative, executive, judicial, regulatory, or administrative functions of or pertaining to government;

(c)   any statutory or regulatory authority, including any self-regulatory organisation established under applicable law;

(d)   any stock or securities exchange having jurisdiction over the Parties; or

(e)   any person or body purporting to act under the authority of any of the above.

1.1.12   **Restricted Period** has the meaning ascribed to such term in Clause 7.1;

1.2   In this Agreement, except to the extent that the context otherwise requires:

1.2.1   References to a statute, ordinance or other Law shall be deemed to include any references to a statute, ordinance or other law as amended, supplemented or replaced from time to time and also any subordinate legislation or regulation made under the relevant statute, or Law.

1.2.2 References to a statute, ordinance or other law shall be deemed to include rules and regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

1.2.3 References herein to clauses are to clauses in this Agreement, unless the context requires otherwise, and the appendices to this Agreement shall be deemed to form part of this Agreement. The headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.2.4 Unless the context requires otherwise, words importing the singular include the plural and vice versa, and words importing a gender include every gender.

1.2.5 The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this Agreement mean and refer to this Agreement and not to any particular article or section of this Agreement.

2. EFFECTIVE DATE

This Agreement shall come into full force and effect from the Effective date and shall remain in force unless terminated in accordance with the terms set forth herein.

3. PURPOSE

3.1 Subject to the terms and conditions set forth herein, Client hereby engages the Consultant to perform, and Consultant agrees to perform, professional services in relation to [*Insert description of the work to be undertaken*], as described more clearly in **Schedule II** of this Agreement.

3.2 3.2 Working Arrangements
(a) The Consultant shall work remotely from their location
(b) The Consultant shall dedicate approximately 35 hours per week
(c) Specific working hours shall be flexible, provided the Consultant remains reasonably available during normal business hours (10 AM - 6 PM IST)
(d) The Consultant shall respond to communications within one business day

4. PROFESSIONAL FEE TO CONSULTANT

4.1 The Consultant shall be entitled to professional fees of Rs. 35,000/ month (Rupees thirty five thousand per month only) for the Services rendered under this Agreement. No additional fee, cost, or expense shall be payable to the Consultant unless such fee or expense has been expressly approved in writing by the Client prior to its incurrence.

4.2   The completeness and adequacy of the Services and all related deliverables shall be determined solely at the discretion of the Client. The Consultant agrees to carry out, without any additional charge, all revisions, additions, deletions, or modifications to the work product as may be reasonably requested by the Client to ensure its satisfaction.

4.3   The professional fees shall be invoiced and payable on a monthly/quarterly basis, in accordance with the terms set out in this Agreement.

4.4   The Consultant shall be solely responsible for the payment of all applicable taxes and any statutory or regulatory levies arising in connection with the professional fees received under this Agreement. The Client shall bear no responsibility or liability in respect thereof.

5.   **INVOICES AND PAYMENT**

5.1   Consultant shall issue invoices to the Client in their name "[●]" and the same shall be payable in the Consultant's Bank Account, details of which are provided herein below, only in the manner more particularly detailed in **Schedule II**. Invoices shall be payable within thirty (30) days from the receipt of invoices and GST shall be levied in addition to the fees mentioned in **Schedule II**.

5.2   All payments due to the Consultant shall be made by the Client by way of cheque, demand draft, or bank transfer in favour of "cheque", payable at Ahmedabad, Gujarat. In the event that Client elects to make payment through electronic bank transfer, i.e., via NEFT or RTGS, the relevant bank account details of the Consultant are provided below for this purpose.

Name	:	JANI HARSH NARESHKUMAR
PAN	:	CXWPJ8639R
Address	:	M6, Satyanarayan Society ,Gayatri Nagar ,Bhavnagar – 364002,Gujarat, India
Phones:	:	7984140706
E-mail	:	janiharsh794@gmail.com
Bank Account Details		
Name of the Bank	:	State Bank of India
Account No.	:	38390140133
Type of Account	:	Savings Account
Type of Branch	:	Bharat Nagar, Bhavnagar branch
Address	:	Bharat Nagar, Bhavnagar branch

Branch MICR Code	:	364002026
IFSC / RTGS Code	:	SBIN0016049
Swift Code	:	SBININBBXXX
Branch / IBR Code	:	16049

6. **CONFIDENTIALITY**

6.1 The obligations of confidentiality between the Parties shall be governed by the terms of the Non-Disclosure Agreement dated Nov 20th 2025 ("**NDA**"), which is deemed to be incorporated herein by reference. The Parties agree that any termination or expiry of this Agreement shall not affect or prejudice the rights, obligations, or warranties relating to confidentiality as set out in the said NDA, all of which shall continue to remain in full force and effect in accordance with its terms.

7. **NON-COMPETE**

7.1 The Consultant hereby agrees and undertakes that, during the Term of this Agreement and for a period of ~~five (5)~~ two (2) years following the termination or expiration of this Agreement ("**Restricted Period**"), it shall not, without the prior express written consent of the Client:

7.1.1 directly or indirectly engage in, participate in, assist with, invest in, be employed by, consult for, render services to, or otherwise be connected with any business or entity that is engaged in the manufacture, marketing, sale, development, or distribution of any product or service that is similar to or competitive with the products, services, or business activities of the Client, to the extent such engagement relates to or is derived from the Confidential Information received under this Agreement;

7.1.2 exploit, reverse engineer, replicate, or use any Confidential Information, including technical know-how, formulations, processes, customer data, or business strategies, to compete with the Client or to assist any third party in doing so;

7.1.3 initiate or pursue any business relationship with any customer, vendor, supplier, distributor, agent, consultant, or other commercial contact of the Client, where such contact or opportunity was introduced, accessed, or made known to the Consultant in the course of this Agreement, and where such engagement would be in direct or indirect competition with the Client.

7.2   The Consultant acknowledges and agrees that the restrictions contained in this Clause are reasonable and necessary to protect the legitimate business interests, intellectual property, and goodwill of the Client, and that any breach of this clause would cause irreparable harm entitling the Client to injunctive relief and other equitable remedies in addition to any other legal rights.

7.3   In the event of a suspected breach of this Clause, the Client shall provide the Consultant with written notice, allowing a reasonable opportunity to respond or cure the alleged breach prior to initiating legal proceedings, except where immediate injunctive relief is warranted.

7.4   The Client shall act in good faith and shall not unreasonably withhold consent if the Consultant seeks written approval to engage in a business or employment opportunity that may potentially overlap with this Clause but does not constitute a direct competitive threat.

7.5   The restrictions set forth in this Section shall apply globally or within the geographical regions in which the Client conducts business or maintains a material business interest.

8.   NON-CIRCUMVENTION

8.1   The Consultant covenants and agrees that, during the Term of this Agreement and for a period of ~~five (5)~~ two (2) years following its expiration or earlier termination, it shall not, directly or indirectly, circumvent, bypass, avoid, or obviate the Client in any business transaction, opportunity, or relationship introduced, facilitated, or disclosed through or as a result of this Agreement or in connection with any Confidential Information received hereunder.

8.2   Without limiting the generality of the foregoing, the Consultant shall not, either individually or through any third party:

8.2.1   initiate, solicit, negotiate, contract, or otherwise engage in any business transaction, including but not limited to supply, manufacturing, consulting, licensing, or investment-related activities, with any third party (including customers, suppliers, manufacturers, agents, or affiliates) introduced or made known to the Consultant by the Client during the course of their discussions or relationship, without the prior written consent of the Client;

8.2.2   use the Confidential Information or business contacts of the Client to gain a competitive advantage or to replicate the business model, strategic plans, or commercial structure of the Consultant, for its own benefit or for the benefit of any third party;

8.2.3 take any actions, whether directly or indirectly, that would interfere with, impair, or diminish the commercial value of the Client's business relationships or prospective transactions arising out of introductions or opportunities facilitated by the Client.

8.3 The Consultant acknowledges that the non-circumvention obligations herein are essential to protect the Client's commercial interests, network, and goodwill, and agrees that any breach of this clause shall entitle the Client to immediate injunctive relief and equitable remedies, in addition to claims for damages and legal costs, including attorney fees.

9. NON-SOLICITATION

9.1 The Consultant agrees and undertakes that, during the Restriction Period, it shall not, without the prior written consent of the Client, either directly or indirectly, for itself or on behalf of any other person or entity:

9.1.1 Solicit Business

Approach, contact, solicit, induce, divert, or attempt to induce or divert, for the purpose of providing competing products or services, any customer, client, business associate, distributor, vendor, or supplier of the Client, or any prospective client or business opportunity which the Consultant became aware of through the Client, where such solicitation is in relation to any business activity that competes with or is similar to the business of the Client, or any project or transaction contemplated under this Agreement.

9.1.2 Solicit Personnel

Solicit, recruit, induce, or attempt to induce any director, officer, employee, contractor, agent, or consultant of the Client to terminate their employment or engagement with the Client, or to accept employment or engagement with the Consultant or any third party with whom the Consultant is associated, regardless of whether such person is employed or engaged on a full-time, part-time, temporary, or consultancy basis.

9.1.3 Interference

Interfere in any manner with the contractual or commercial relationships between the Client and its employees, agents, customers, suppliers, service providers, or other third parties having a material business relationship with the Client.

9.2   The Parties acknowledge that the restrictions set forth in this clause are reasonable and necessary to protect the legitimate business interests, goodwill, and proprietary relationships of the Client and that any breach may result in irreparable harm for which monetary damages may be inadequate. Accordingly, the Client shall be entitled to seek injunctive relief, specific performance, or any other equitable remedies, in addition to any other remedies available at law or in equity.

9.3   The Client shall not assist any third party in soliciting, recruiting, or hiring any employees, consultants, marketers, or contractors of the Client with whom the Consultant had professional interactions during the term of this Agreement.

10.   WARRANTIES

10.1   Each Party warrants to the other Party as of the date of this Agreement that each of the following statements is true and accurate:

10.1.1   in case such Party is a Person other than a natural Person, it is a limited liability company duly organized and validly existing under the laws of its country of incorporation;

10.1.2   in case such Party is a Person other than a natural Person, it has the power to enter into and perform its obligations under this Agreement and each of the other documents referred to in this Agreement to which it is a party;

10.1.3   in case such Party is a natural Person, it is not a minor and is competent to enter into this Agreement under Applicable Law;

10.1.4   it has all necessary consents, licenses and approvals in connection with the entry into and performance of its obligations under this Agreement and (if applicable) as a shareholder in the Company;

10.1.5   its entry into this Agreement and performance of its obligations under this Agreement will not violate or conflict with, or exceed any limit imposed by (i) any law or regulation to which it is subject; (ii) its memorandum and articles of association; or (iii) any other agreement, instrument or undertaking binding upon it; and

10.1.6   the recitals to this Agreement are true and accurate insofar as they relate to it.

10.2   Each warranty given by a Party in this Agreement is separate and independent and is not limited by reference to any other warranty or by any other provision of this Agreement.

11. COVENANTS AND INDEMNITY

11.1   Continuing Obligations

Each Party covenants that the warranties made by it under this Agreement shall be true, correct, and complete at all times during the Term of this Agreement. Each Party shall promptly notify the other Party in writing of any event, circumstance, or change that may render any of its warranties untrue, inaccurate, incomplete, or misleading in any material respect.

11.2   Notification of Claims

The party seeking indemnification (the "**Indemnified Party**") shall promptly notify the other party (the "**Indemnifying Party**") in writing of any claim or legal action brought against it for which indemnification is sought.

11.3   Cooperation

The Indemnified Party shall provide reasonable assistance and cooperation in the defense of the claim at the Indemnifying Party's expense.

11.4   Settlement

The Indemnifying Party shall not settle any claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld or delayed.

11.5   Limitation on Indemnity

The indemnity provided under this Clause shall survive the termination or expiry of this Agreement. Nothing in this Clause shall prevent an Indemnified Party from seeking equitable remedies, including specific performance or injunctive relief, in addition to damages.

11.6   Exclusions from Indemnity

This indemnity shall not apply to claims arising from the Indemnified Party's negligence, wrongful acts, or violations of this Agreement.

12. FORCE MAJEURE

12.1   For the purposes of this Agreement, a "**Force Majeure Event**" means any event or circumstance beyond the reasonable control of a Party, which prevents or delays that Party from performing any of its obligations under this Agreement. Such events include, but are not limited to:

12.1.1   Natural Disasters: Earthquakes, floods, fires, storms, hurricanes, epidemics, or other acts of God.

12.1.2   War and Civil Unrest: War, hostilities (whether declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo.

12.1.3   Government Actions: Acts or regulations of any governmental or supra-national authority, including changes in laws or regulations.

12.1.4   Other Events: Riots, civil commotion, sabotage, terrorism, or malicious damage.

12.2   Effect of Force Majeure on Obligations

12.2.1   Suspension of Obligations

If a Party (the "**Affected Party**") is prevented, hindered, or delayed from performing any of its obligations under this Agreement due to a Force Majeure Event, those obligations shall be suspended for the duration of the Force Majeure Event.

12.3   Obligations During Force Majeure

12.3.1   Duty to Mitigate

The Affected Party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event and resume full performance of its obligations as soon as reasonably possible.

12.4   Exclusions and Limitations

Force Majeure shall not include:

12.4.1   Economic Hardship: Changes in market conditions, increased costs, or financial inability to perform.

12.4.2   Negligence or Fault: Events caused by the negligence or willful misconduct of the Affected Party.

12.4.3   Foreseeable Events: Events that could have been reasonably foreseen and avoided or mitigated by the Affected Party.

13.   **EVENT OF DEFAULT**

13.1   Each of the following shall constitute an "**Event of Default**" under this Agreement:

13.1.1 Failure by either Party to perform, observe, or comply with any material obligation, covenant, or provision contained in this Agreement, and such failure continues unremedied for a period of thirty (30) days after receipt of written notice from the non-defaulting Party;

13.1.2 Any representation or warranty made by either Party under this Agreement is found to be materially false, inaccurate, or misleading;

13.1.3 If either Party becomes insolvent, admits its inability to pay its debts as they become due, enters into liquidation or dissolution, or has a receiver or administrator appointed over the whole or any part of its assets;

13.2 Remedies upon Default

Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right to:

13.2.1 Immediately terminate this Agreement by giving written notice to the defaulting Party;

13.2.2 Seek specific performance, injunctive relief, or other equitable remedies available under law;

13.2.3 Pursue any and all other remedies available under applicable law, including claims for damages, costs, and losses arising as a result of such default.

14. **LIMITATION OF LIABILITY**

14.1 Client's liability for all claims that may be made in connection with the scope of services shall be limited to the fees and expenses payable to the Consultant as per this Agreement. In no case shall the Client be liable for any indirect or consequential damages.

15. **TERM, TERMINATION**

15.1 Term

This Agreement shall come into effect on the Effective Date and shall remain valid for a period of at least 3 months up to 1 year, unless earlier terminated in accordance with the provisions of this Clause. The term may be extended by mutual written agreement between the Parties.

15.2 Termination by Mutual Consent

This Agreement may be terminated at any time prior to its expiry by mutual written agreement of the Parties, without the need to specify a reason. Such termination shall not relieve either Party of its obligations accrued prior to the date of termination.

Either Party may terminate this Agreement without cause by providing thirty (30) days' prior written notice to the other Party.

15.3   Termination for Convenience

Either Party may terminate this Agreement for convenience, without assigning any reason, by providing ninety (90) calendar days' prior written notice to the other Party. The termination shall take effect upon the expiration of such notice period unless otherwise agreed in writing.

15.4   Termination for Cause

Either Party may terminate this Agreement for cause by providing the other Party with a thirty (30) calendar days' prior written notice if the other Party:

15.4.1   is in material breach of this Agreement and has failed to cure such breach within fifteen (15) days after its receipt of written notice of such breach provided by the non-breaching Party;

15.4.2   engages in any unlawful business practices related to performance of obligations under the Agreement; or

15.4.3   files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, makes an assignment for the benefit of its creditors, or has a receiver, or similar entity appointed for its property.

15.5   Consequences of Termination

Upon termination or expiry of this Agreement:

15.5.1   The Parties shall cooperate to ensure the orderly wind-down or transfer of any ongoing obligations or contracts undertaken pursuant to this Agreement;

15.5.2   All rights and obligations that have accrued prior to termination shall remain enforceable;

15.5.3   The termination shall not affect any agreements or contracts already executed under this Consultancy Agreement, which shall continue to be binding until fully discharged.

16. NOTICES

16.1   Any notices, requests, demands or other communication required or permitted to be given under this Agreement shall be written in English and shall be sent by electronic mail or mailed by prepaid courier, registered post acknowledgment due or recognized courier, or otherwise delivered by hand or by messenger, addressed to such Party's address as set forth below:

If to Client

Address   :   [●]

Email   :   [●]

If to Consultant

Address   :   [●]

Email   :   [●]

16.2   Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served:

16.2.1   Seven (7) days after being mailed, if mailed by prepaid courier, registered post acknowledgment due or recognized courier; and

16.2.2   immediately, when sent to the email address mentioned above.

16.3   Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other party not less than ten (10) days written notice thereof.

17.   ANTI BRIBERY AND ANTI CORRUPTION

17.1   It is of paramount importance to the Client that the Consultant and their employees adhere to the principles stated in Code of Conduct shared by the Client. The Consultant shall adhere to these principles when carrying out any activity in connection with this Agreement. The Consultant and Client agree to comply with the laws and regulations applicable to the execution of its contractual obligations, particularly those governing anti-corruption, and to also adhere to the rules provided

in the Client's Anti-Corruption Code of Conduct. Parties certify that it has implemented and will continue to implement policies and procedures to foster compliance with the anti-corruption and anti-bribery laws and regulations applicable to it.

17.2   The Consultant undertakes that it shall not directly or indirectly offer or pay, or authorize an offer or payment, of money or anything of value to a government official so as to influence the judgment of the recipient in exercising his or her job responsibilities, or to secure preferential treatment or an improper advantage.

18.   DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

18.1   This Agreement shall be governed by and construed in accordance with the laws of the Republic of India. Subject to the provisions of Clause 18.6 (Arbitration), the courts situated at State of Gujarat shall have exclusive jurisdiction in relation to any dispute, suit, proceeding, or claim arising out of or in connection with this Agreement.

18.2   In the event of any dispute, controversy, disagreement, claim, or difference ("**Dispute**") arising out of or in connection with this Agreement, including any issue relating to its existence, validity, interpretation, performance, breach, or termination, the Party asserting the Dispute ("**Disputing Party**") shall issue a written notice setting out the nature and particulars of the Dispute ("**Dispute Notice**") to the other Party.

18.3   Upon receipt of the Dispute Notice, the Parties shall, within a period of thirty (30) Business Days or such other period as may be mutually agreed in writing ("**Discussion Period**"), attempt in good faith to resolve such Dispute through amicable discussions and negotiations. Each Party shall nominate one senior officer or authorised representative to participate in such discussions.

18.4   If a resolution or settlement of the Dispute is arrived at during the Discussion Period, the same shall be reduced to writing, executed by the authorised representatives of both Parties, and shall be binding and enforceable. The Parties shall take all necessary steps, including exercising voting rights or management control, if applicable, to give effect to such resolution.

18.5   In the event that:

18.5.1   no resolution is reached during the Discussion Period; or

18.5.2   the resolution reached during the Discussion Period is not implemented within a further period of thirty (30) days from the date of such resolution or such other mutually agreed period,

then the Dispute shall be resolved in the manner provided under Clause 18.6 below.

18.6   Arbitration

      18.6.1   All Disputes that remain unresolved after completion of the Discussion Period shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, including any statutory modifications or reenactments thereof for the time being in force. The seat and venue of arbitration shall be Ahmedabad, Gujarat. The arbitral tribunal shall consist of sole arbitrator to be mutually appointed by the Parties. The award of the arbitrator shall be final and binding upon the Parties.

      18.6.2   The language of arbitration shall be English. The arbitral tribunal shall be entitled to award costs of the proceedings, including legal fees, as it deems fit and proper. The cost of appointment of arbitrator and conduct of arbitral proceedings shall, in the first instance, be borne equally by the Parties, subject to any contrary direction in the arbitral award.

      18.6.3   The pendency of any arbitration proceedings shall not relieve either Party from the performance of their respective obligations under this Agreement, except those obligations that are directly the subject matter of the Dispute.

      18.6.4   The Parties agree to cooperate in good faith to ensure that the arbitral proceedings are conducted in an expeditious and cost-effective manner.

19.   RELATIONSHIP BETWEEN THE PARTIES

The Consultant and Consultant's employees, if any, shall at all times remain independent contractors, and nothing in this Agreement shall be construed to create a relationship of employer and employee, principal and agent, partnership, joint venture, or any other fiduciary relationship between the parties. The Consultant shall not act as an agent for or on behalf of the Client, represent the Client, or bind the Client in any manner.

20.   ENTIRE AGREEMENT

This Agreement and the other Documents contain the entire arrangement between the Parties relating to the arrangement and supersede all previous arrangements and/or agreements, whether oral or in writing, between the Parties relating to the transaction. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this Agreement.

21. CONFLICT

The Consultant is not aware of any conflict of interest between its duties to the Client and to other clients. In the event that any such conflict arises, the Consultant shall notify the Client of such conflict and discuss with the Client the manner in which it proposes to address the same.

22. ASSIGNMENT

The Consultant shall not, either in whole or in part, assign any rights, duties or obligations under this Agreement (including payments that are due or will become due in the future) to any third party, including any sub-contractor, without the express prior written approval of the Client.

23. AMENDMENT **AND WAIVER**

23.1 No amendment, modification or discharge of this Agreement (and/or any terms or conditions set out hereunder) shall be valid or binding unless set forth in writing and duly executed by the Parties hereto.

23.2 A waiver (whether express or implied) by one of the Parties of any of the provisions of this Agreement or of any breach of or default by the other Party in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent the waiving Party from subsequently enforcing any of the provisions of this Agreement not waived or from acting on any subsequent breach of or default by the other Party under any of the provisions of this Agreement.

24. ASSIGNMENT

Neither Parties shall assign their rights or obligations under this Agreement without prior written consent of the other Party.

25. SEVERABILITY

If any provision is held invalid, the remaining provisions shall continue to be in full force and effect.

26. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. The Parties may exchange signed counterparts electronically or via scanned PDF, which shall be deemed valid and binding as originals.

27. **GOOD FAITH**

The parties agree to perform their obligations in good faith in the best interest of one another.

28. **FURTHER ASSURANCE**

The Parties agree to make all such filings with Government Authorities that may be required under Applicable Law to give effect to the terms of this Agreement.

29. **GENERAL**

29.1 Except as otherwise expressly provided in this Agreement each Party shall pay the costs and expenses incurred by it in connection with the entering into and completion of this Agreement and any other documents.

29.2 The rights of each Party under this Agreement:

29.2.1 may be exercised as often as necessary;

29.2.2 except as otherwise expressly provided in this Agreement, are cumulative and not exclusive of rights and remedies provided by law; and

29.2.3 may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

29.3 The language of this Agreement and the transactions envisaged by it is English and all notices to be given in connection with this Agreement must be in English. All demands, requests, statements, certificates or other documents or communications to be provided in connection with this Agreement and the transactions envisaged by it must be in English or accompanied by a certified English translation; in this case, the English translation prevails unless the document or communication is a statutory or other official document or communication.

30. **BINDING AGREEMENT**

This Agreement is intended to be a legally binding understanding between the parties. Each party commits to fully abide by the terms and conditions outlined herein and acknowledges that non-compliance may result in legal remedies as provided by Applicable Law.

IN WITNESS WHEREOF, the Parties have set and subscribed their respective hands to this Agreement on the date and at the place first hereinabove written:

For and on behalf of [*Client*]

Signature: _____

Name: Shivang Patel

Designation: Founder and CEO

Date: Dec 30 2025

Place: Ahmedabad, Gujarat

For and on behalf of [*Consultant*]

Signature: _____

Name: Harsh Jani

Designation: Senior Frontend Engineer

Date: [●]

Place: [●]

SCHEDULE I

JOB PROFILE OF THE CONSULTANT

- [Resume Attached]

SCHEDULE II

SCOPE OF WORK AND FEE SCHEDULE

About Us

Fast-growing AI startup building legal document intelligence platform. Tech-led team transforming how legal professionals process, analyze, and extract insights from documents at scale.

Tech Stack

Next.js · React · TypeScript · Tailwind CSS · Shadcn/UI (Radix) · TanStack Query · React Hook Form · Zod · WebSocket

What You'll Do

- Build responsive UI components for document viewing & processing
- Implement real-time features (WebSocket updates)
- Integrate AI chat interfaces for document analysis
- Optimize performance for large document rendering
- Participate in code reviews & collaborate with backend team

General Requirements

- Strong HTML5, CSS3, JavaScript fundamentals

- Responsive design & cross-browser compatibility
- Browser DevTools proficiency
- Web performance & Core Web Vitals understanding
- Accessibility basics (WCAG)
- Git version control & code review experience
- REST API consumption
- Testing fundamentals (Jest/React Testing Library)
- CI/CD awareness
- Agile/Scrum experience
- Strong problem-solving & debugging skills
- Effective communication & team collaboration

Technical Requirements

- 2-3 years with React/Next.js + TypeScript
- Tailwind CSS
- Component libraries (Radix/Shadcn)
- State management (TanStack Query, Context)
- Form handling & validation (React Hook Form, Zod)

Nice to Have

- PDF rendering / document viewers
- WebSocket / real-time systems
- AI/LLM UI integration
- Supabase / Firebase Auth
- Animations (Framer Motion)
- E2E testing (Cypress/Playwright)

How You'll Be Measured
- Execution time against agreed milestones
- Quality and reliability of delivered systems

Harsh Jani

Artificial Intelligence and Machine Learning Engineering   **B.E**

L.D. College Of Engineering   Male

janiharsh794@gmail.com | +91 7984140706| **in** [Harsh Jani](#) | [Harsh Jani](#) ○

Examination	University	Institute	Year	CGPA/%
Graduation	GTU(AIML)	LDCE ahmedabad	2022-26	8.15
HSC	GSEB	SSGSB	2020-22	9.40
SSC	GSEB	SSGSB	2020	9.33

PROJECTS

- **Hindu Temple Website for spain client** (view)
  - The website is developed using **Next.js** with a strong focus on SEO optimization. It features seamless Stripe payment integration and a secure backend built within the same framework. The system includes CSRF token generation and validation for enhanced security, along with a custom-built admin panel for managing events and announcements. A single-user authentication system ensures secure access control. **Prisma ORM** is used for efficient database management, connected to **NeonDB**.
- *Cyber Security AI Agent*
  - Developed a **Cybersecurity and AI agent** hosted on an **Azure Virtual Machine**, utilizing **Docker** for containerization. The system employs a **Chrome Extension** to capture network requests and perform initial reconnaissance. Integrated **Cloudflare AutoRAG** for real-time **embedding generation** and maintaining contextual memory of **previous actions** to enhance decision-making and response automation.
- **LDCE new theme** (view)
  - Led the **frontend development team** for building the **LDCE website** using **Next.js** and **Tailwind CSS**, ensuring a responsive, high-performance, and maintainable user interface.
- **Portfolio WebSite (view)**
- **Shiksha Finder(view) , ramyantara.com , gtuventures.com**

TECHNICAL SKILLS

- **Programming & Scripting Languages**: Python, HTML, CSS, Javascript
- **Tools & Libraries**: ReactJS, NodeJS, Express JS , NextJS ,Prisma, Supabase, Cloudflare , Azure, Git , GIthub , Docker

WORK EXPERIENCE & INTERNSHIPS

- FrontEnd Developer | L.D. College Of Engineering (view)
  - Led Frontend development for the college site's new theme, collaborating with a team to design and develop a good frontend.
  - Used Tailwind CSS to ensure responsiveness.
  - Ensured team collaboration & User friendly design .
- *freelance work as a web develope*r(view)
  - Designed and developed custom websites for local businesses and freelance clients, delivering tailored solutions based on specific requirements.
  - Worked on both frontend and backend aspects, ensuring responsive design, performance optimization, and smooth functionality.
  - Collaborated with clients to enhance their online presence, providing ongoing support and updates.

ACHIEVEMENT

- Smart India Hackathon team leader(among 86,000 teams 1300 teams were selected)
- SSIP Grantee
- Selected for Microsoft for founder's hub and cloudflare startups program

AREA OF INTEREST   HOBBY

- *Frontend Development*   *Reading self help books*
- *Devops*   *Startups & Networking*