

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement, here in after will be referred to as “**Agreement**”, is made and entered into on May 23rd till Sep 04th 2022.:

1). **Supertal Pte. Ltd**, a limited liability company, established under the laws of Singapore, having its registered address at 6 Raffles Quay, # 14-07, Singapore 048580, in this case is represented by Sparsh Ahuja, in his capacity as Chief Executive Officer, therefore, is entitled and authorized to act for and on behalf of **Supertal Pte. Ltd**, hereinafter will be referred to as “**Client**”.

2) **Sirinivasarao Nelluri** referred as the consultant, Resident of LIG-209, Balanagar, Kukatpalli, Hyderabad, Telangana- India 500072

nellure.srinivas@gmail.com (8686101046)

Client and Consultant respectively will be referred to as the “Party” and jointly as the

“Parties”. **1. Work to be Performed**

You will be responsible for work assigned to you by your manager and his/her designates. During your employment you agree to undertake and diligently perform the duties requested by the company.

2. Fees

Client shall pay Consultant an amount of 150,000/- every month for Service to be provided .

1) Monthly service fee = 150,000/-

such payment shall be made by Client on the last working day of every month on a prorated basis.

All fees as above mentioned shall be paid by Client to Consultant by way of transfer to the following account:

Account Holder:

Account Number:

IFSC:

3. Independent Contractor Relationship

The relationship between Consultant and Client under this Agreement is that of an independent contractor and nothing in this Agreement is intended to, or should be construed to create a partnership, agency, joint venture, or employment relationship. No part of Consultant’s compensation will be subject to withholding by Client for

the payment of any social security, federal, state, or any other employee payroll taxes.

4. Ownership of Work Product

Consultant agrees that all work product developed by its alone generated from performance of Service under this Agreement is and shall be the sole property of Client, and Consultant shall retain no ownership, interest, or rights therein. Work product includes but not limited to reports, graphics, memoranda, slogans, and taglines generated from the provision of Service under this Agreement.

5. Duration of Agreement

a) This Agreement is valid for a period of 2 and a half months as of the execution date of this Agreement and could be extended with the agreement of both parties, provided that the Agreement is not terminated by either Party; and/or

b) one of the Parties does not violate one or more of the provisions of this Agreement.

In either case, the Agreement can be terminated by either Party by providing a written notice to the other Party 15 days before the desired termination date. By the end of this engagement the client can discuss a potential contract to hire an opportunity with the consultant.

The Parties acknowledge and agree that the above restriction is considered reasonable for the legitimate protection of the business and goodwill of Client. The Consultant further understands and agrees that in the event of breach of the covenant in this section by the Consultant and/or its Affiliates, Client will suffer immediate, material, immeasurable, continuing and irreparable damage and harm, and damages at law for such breach will be inadequate, and therefore Client shall be entitled to injunctive relief against the Consultant for the breach of this provision in addition and without prejudice to any and all other legal or equitable remedies.

6. Confidentiality

Confidential Information: "Confidential Information" under this Agreement means any and all technical and nontechnical information including intellectual property rights of Client and Client's information related to the past, current, and future of Client's, including but not limited to, information on; assets, business, financial, and customers of Client, including those which are stored in storage folders or those which can be found in Client's business premises.

Nondisclosure and Nonuse Obligations: Consultant agrees to protect the confidentiality of all Confidential Information, except as permitted under this Article, Consultant shall neither use nor disclose the Confidential Information to any third parties without a prior written approval from Client. Consultant may use the Confidential Information solely to perform Service under this Agreement for the benefit of Client.

Exemption: Here under is information that is not regarded as Confidential Information, information that:

a. is disclosed to the public prior to the signing of this Agreement and such disclosure is not caused by a breach of this Agreement; is disclosed or known by the Receiving Party prior to the signing of this Agreement, and such information is not protected under any other non disclosure agreement whereby the Consultant is a party under it has been obtained or received by the Consultant prior to the signing of this Agreement from a third party and owned or managed by the Receiving Party and such third party by not violating a

confidentiality obligation under any other agreements or the prevailing laws and regulations; solely and independently developed by the Consultant as evidenced by a written evidence; and is disclosed due to an order, decree, or decision of the authorized court or party or a provision of the prevailing laws and regulations, prior to the disclosure by the Consultant, the Consultant must priorly inform the Client in writing on such disclosure. In any case, the Parties may disclose Confidential Information only if required by the prevailing laws and regulations, and the Parties must fully commit to maintain the confidentiality of Confidential Information.

2. General Provisions

Governing Law: This Agreement is subject to the prevailing laws and regulations of the Republic of India. Any disputes in relation to the implementation of this Agreement shall be settled by the Parties by deliberation to reach a consensus. If the consensus cannot be reached then the Parties agree to settle the dispute in the court.

Amendment and Addendums: Any amendment or addendum to this Agreement must be made in writing and signed by both Parties.

No Assignment: No Party shall assign in whole or in part any of its rights, interest, or obligations hereunder without the prior written consent of the other Party.

Severability. If any provision of this Agreement is stated by an authorized court of law or government institution to be illegal, invalid, or unenforceable, then (i) such provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision and (ii) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

Injunctive Relief for Breach. Consultant agrees that its obligations under this Agreement are of a unique character that gives them particular value; Consultant's breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law and in the event of such breach, Client will be entitled to seek injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper, including monetary damages if appropriate.

Hence this Agreement is made in 2 (two) copies, each has the same content and binding to the Parties, and same legal force, after they are being signed by the Parties. THIS AGREEMENT has been signed by the Parties (or their duly authorized representatives) on the date stated at the beginning of this Agreement.

Sirinivas Nelluri
"Consultant"



SPARSH AHUJA - CEO
"Client"