

CONSULTANT CONTRACT

This CONSULTANT CONTRACT TERMS AND CONDITIONS have been entered into this day **15-Apr-2025**.

BETWEEN

InTechHub Solutions, an Indian Company having its registered office at Sf.No.194/7, Sathyam Trade Center, Saradha College Main Road, Salem - 636016, Tamil Nadu, India (Hereinafter called InTechHub Solutions which expression unless repugnant to the context shall mean and include its subsidiaries, and its successors and assigns).

AND

Prakash Kaviarasan (Aadhar Number: **479706395743**), a Consultant of InTechHub Solutions and currently residing at 66, Middle street, West Cheyyur, Cheyyur, Kancheepuram, Tamil Nadu - 603302, INDIA.

(Hereinafter referred to as "Consultant" which expression unless repugnant to the context shall include all beneficiaries. The term "Beneficiaries" as used in this Agreement means the "immediate family" of the Consultant who lives in the household of the Consultant. "Immediate family" includes any spouse, son, daughter, child, stepchild, grandchild, parent, stepparent, grandparent, sibling, mother- or father-in-law, son- or daughter-in-law or brother- or sister-in-law, including adoptive relationships of the said Consultant).


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PART-TIME ENGAGEMENT TERMS AND CONDITIONS

We are pleased to offer you the part-time consulting opportunity in our organization on the following terms:

1. Position - Your initial title will be **Data Consultant** with a start date of **15-Apr-2025**.

This is a part-time position and You will be reporting to the Senior Project Manager. While you render services to the Company, you are free to engage in other employment, consulting, or other business activity as long as it does not create a conflict of interest with the Company.

2. Consultant Fee – InTechHub Solutions will pay the consolidated professional fee of **Rs. 32,500** per month towards your professional service (TDS on professional fee will be deducted at the rate of 10% as per the provisions of the Income Tax Act), payable in accordance with the Company's standard payroll schedule. Your compensation is highly confidential, and you should neither discuss nor share it with any of the colleagues in InTechHub.

3. Working Hours - You should contribute 60 - 80 Hours per month which includes Internal Meetings at a scheduled time during weekdays. The minimum required working hours is 60 hours per month and the maximum it can extend up to 80 hours per month depending on the requirement.

4. Notice Period

- a. Your consultant engagement with the Company is subject to termination on:
 - i. One-month prior notice by either side
- b. For abundant caution, it is hereby clarified that you cannot waive the notice period requirement in the event you wish to terminate your engagement with the Company, and that your termination/resignation letter (by whatever name it is called) will be accepted by the Company only on your satisfying the mandatory one month's notice period. Further, till such time as the Company accepts your resignation letter, you will be deemed to be a consultant of the Company and the terms and conditions of your consultant engagement will still continue to bind you.
- c. The Company shall have the right to terminate your consultant engagement immediately without notice if:
 - i. You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with the Company policies and code of conduct; or

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- ii. You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an undischarged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc.,) or commit any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; or
- iii. You commit any breach of any of your duties or obligations under this agreement or the policies of the Company.
- iv. There is a discrepancy in the copies of the documents /certificates given by you as a proof in support of the information provided by you. In the event of termination under the circumstance of unsatisfactory performance you shall not be entitled to any benefits whatsoever.

5. Employee Benefits - As a part-time consultant of InTechHub Solutions, you will not be eligible for Company-sponsored benefits or paid vacation.

6. Non-Disclosure & Non-Compete Agreement - Like all InTechHub employees, you will be required, as a condition of your consulting engagement with the Company, to sign the Company's standard Non-Disclosure & Non-Compete Agreement to protect the Proprietary Information and Inventions, a copy of which is shared in a separate document as **Annexure A**.

7. Relationship with InTechHub – Consulting engagement with InTechHub Solutions is for no specified period of time. Your engagement with the Company will be “at will,” meaning that either you or the Company may terminate your service at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time.

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8. Tax Matters -

(a) **Withholding** - All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

(b) **Tax Advice** - You are encouraged to obtain your tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board of Directors related to tax liabilities arising from your compensation.

9. Interpretation, Amendment and Enforcement - This letter agreement and Non-Disclosure & Non-Compete Agreement constitute the complete agreement between you and InTechHub Solutions, contain all the terms of your consulting engagement with the Company and supersede any prior agreements, representations, or understandings (whether written, oral, or implied) between you and the Company. This letter agreement may not be amended or modified, except by an express written agreement signed by you and a duly authorized officer of the Company. The terms of this letter agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your engagement with the Company or any other relationship between you and the Company (the "Disputes") will be governed by Indian law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the High court located in Chennai, Tamil Nadu in connection with any Dispute or any claim related to any Dispute.

We hope you will accept our offer to provide your service to the Company. You may indicate your agreement with these terms and get this offer by signing and dating both the duplicate original of this letter agreement and the enclosed Non-Disclosure & Non-Compete Agreement and returning them to us. This offer, if not accepted, will expire at the close of business on **16-Apr-2025**. As required by company policy, your engagement with InTechHub Solutions is contingent upon your providing legal proof of your identity and it is also contingent upon your starting work with the Company on or before **15-Apr-2025**.

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Annexure A: Non-Disclosure & Non-Compete Agreement

For InTechHub Solutions



Ramnath N
General Manager

(Consultant)

Prakash Kaviarasan


Prakash (Apr 15, 2025 16:17 GMT+5.5)

Signature

Prakash

Print Name

Apr 15, 2025

Date

Prakash (PK)

E-signed 2025-04-15 04:17PM GMT+5.5
kaviarasanant@gmail.com



Adobe Acrobat Sign Transaction Number: CBJCHBCAABAA1hhDiEOEHHGjQeaneb1f94xftvjG3Ew

Terms & Conditions - ITH212

Final Audit Report

2025-04-15

Created:	2025-04-15
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Document emailed to KAVIARASAN G (kaviarasanant@gmail.com) for signature

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Email viewed by KAVIARASAN G (kaviarasanant@gmail.com)

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Signer KAVIARASAN G (kaviarasanant@gmail.com) entered name at signing as Prakash

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Document e-signed by Prakash (kaviarasanant@gmail.com)

Signature Date: 2025-04-15 - 10:47:19 AM GMT - Time Source: server



Agreement completed.

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