

MASTER TEAMING AGREEMENT
&
EXCLUSIVE PARTNERSHIP AGREEMENT FOR SEO AT SINGAPORE

Between
S. R. INTEKSERV CONSULTANTS PRIVATE LIMITED (INDIA)
and
NICK TUNG (SINGAPORE)

This **MASTER TEAMING AGREEMENT** made on this 20th day of November 2015 between **S.R. Intekserv Consultants Private Limited**, a private limited organization incorporated under the laws of India and having its registered office at “5/10 D, Rifle Range Road, Ground Floor, Kolkata: 700 019” and its principal place of business at “HB 279, Sector 3, Salt Lake City, Ground Floor, Kolkata – 700106”(hereinafter referred to as “**INTEKSERV**”) which expression unless repugnant to the context or meaning thereof shall mean and include its subsidiaries, affiliates, successors, representatives and assigns), and “**NICK TUNG**”, an organization incorporated under the laws of Singapore and having its functional office at “Simei street 1, Block 26, #08-09, Singapore 529947”(hereinafter referred to as “**TEAMING PARTNER**”), which expression unless repugnant to the context or meaning thereof shall mean and include its subsidiaries, affiliates, successors, representatives and assigns). The Parties agree that the terms and conditions of this Agreement will apply to the Services provided jointly by **INTEKSERV** and **TEAMING PARTNER (NICK TUNG)** as part of a specific project identified through a Statement of Work.

In this agreement, in most and all of the cases **NICK TUNG** would be the **Prime Contractor** and **INTEKSERV** would be the **Sub Contractor**.

The parties also agree that both would work in partnership in the Singapore region for the SEO related assignments on an exclusive partnership basis (in Singapore) during the term of this agreement. Separate SEO agreements also would be signed between both parties during the commencement of any SEO related assignment under joint collaboration program.

WHEREAS INTEKSERV is engaged in the business of Information Technology Solutions & Services, Software Services, Information Technology Enabled Services, E Commerce and Digital Marketing, and similar areas and specializes in Service Delivery, Technology & Business Consulting, Technical Support and Business Development areas, for which it has necessary expertise, competencies, managing resources, facilities, manpower and requisite infrastructure.

AND WHEREAS TEAMING PARTNER is engaged in the business of Information Technology Solutions & Services, Software Services, Digital Marketing and E-Commerce and similar areas and specializes in doing Sales & Marketing in the related areas in the Singapore and other regions, for which it has necessary expertise, resources, facilities, manpower and requisite infrastructure.

AND WHEREAS the Parties have identified potential opportunities where their complementary capabilities would assist each other in marketing their respective services to potential customers

AND WHEREAS the Parties wish to provide for an arrangement to assist and streamline the process for engaging in those opportunities in a complimentary manner

For the purpose of this Agreement, **INTEKSERV** and **Teaming Partner** shall be collectively referred to as “Parties” and singly as “Party”.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND OTHER VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

It is contemplated that under this Agreement one Party ("**Prime Contractor**") has entered or will enter into an agreement with one of its customers ("Customer") to deliver services and wishes to engage the other Party ("**Subcontractor**") to act as a **Subcontractor** to perform all or part of those services.

The **Prime Contractor** and the **Subcontractor** shall perform the Services set forth in a particular "Statement of Work (SOW)" pursuant to the terms and conditions stated in this Agreement, as well as such other terms and conditions required under the Prime Contract as specified in a particular Statement of Work. For SEO assignments, separate SEO Agreements will be signed off by both parties. This Agreement does not obligate either Party to purchase any Services from the other Party. Purchases, if any, will be as specified in the Statement of Work (SOW). An SOW or an opportunity based agreement is nothing but the work agreement for that specific assignment which can be signed by both parties.

1. PURPOSE:

The purpose of the partnership is to enhance prime contractor to have closer working relationship and exclusive rights to only use sub contractor to deliver its services to the clients of the prime contractor in the SEO segment in Singapore region.

2. WORKING MODEL, COLLABORATION& RESPONSIBILITIES:

In a **typical common business scenario** (*other than special cases*), the **Prime Contractor** will be responsible for doing the necessary marketing activities and in getting the project from any customer for executing as a joint-venture, front-end the joint venture and manage the customer overall, manage the invoicing and payments from the customer, setup the program management floor for any specific IT/Software or Digital Marketing projects at its premises or at the **Subcontractor's** premises, chose the qualified resources for the project/assignment along with **Subcontractor**, kick-start the project and also supervise and control the progress in the project and overall manage the entire program with their expertise and competencies. The **Prime Contractor** will do all the front-ending with the client as may be necessary during a project lifecycle. The **Subcontractor** in this case will support the **Prime Contractor** in carrying out the marketing activities by providing all kinds of backend support as may be necessary along with the necessary documentation (if required), pre-sales support, etc., arrange and provide suitable infrastructure, power, systems, internet, special software, hardware equipments, manpower, etc. for the project execution (in case of offshore projects), deploy and manage the resources that are selected in collaboration with the **Prime Contractor**, manage all the HR related aspects for these resources, supervise and manage the delivery in collaboration with the **Prime Contractor**, provide necessary back-end support in the invoicing and payment collection activities, manage the project commercials, depute its managing and key personnel-s to supervise the projects that are being executed under the joint-venture, provide support in ensuring proper cost optimization techniques for any project, etc. The **Subcontractor** and its officials always need not communicate directly with the customer contacts in this joint-venture (other than some special requirements), as that will be mostly done by the **Prime Contractor** time to time as may be required. The **Subcontractor** in most cases will act as the representative of the **Prime Contractor** in executing any assignment at any location and also to the customer. In most of the cases the **Subcontractor** will provide its infrastructure equipped with all the necessary equipments along with qualified manpower in this joint venture at the local and all levels/locations. There can always be exceptions and that will be defined in the applicable *Statement of Work*.

The revenue earned by the joint venture from the customer will be shared in agreed upon proportion as per terms and conditions agreed under point 4 in this agreement, upon by both parties and thereby written in the specific SOW. Any penalties deducted by the customer due to unsatisfactory service delivery will be equally borne by the two parties back to back. After getting the customer payment, the **Prime Contractor** in this case should play a very vital role in transferring the due payment to the

Subcontractor, its project related dues of the direct expenses incurred for the preceding month/quarter/any other tenure by AC payee cheque or online transfer or through channels like Paypal, etc. to the designated bank account of the **Subcontractor**. The Subcontractor will then arrange to pay the project related resources and also manage the other direct expenses and retain the profit amount for its usage for any purpose at its discretion. Both parties should try their best to optimize the project costs and maximize the project profit sharing by rendering their full support and using their existing infrastructure, hardware equipments and software, customer base and contacts, experience and expertise of the top management, office support systems, previous case studies and competencies, new business ideas, existing projects where this joint venture can be included partly or fully, etc. thereby making this joint venture a fruitful one to both parties. Any new items that may be necessary for any new project will be borne by both parties as direct cost and will be used through one party, and later adjusted from the customer payment.

3. STATEMENT OF WORK, SERVICES COORDINATORS

- a) Each Party will appoint a **coordinator** ("Coordinator") for the Services to be provided under this Agreement and/or a *Statement of Work*. The Coordinators will be identified through the appropriate *Statement of Work* for each engagement. For SEO assignments, separate SEO agreements can be finalized and signed off.
- b) Initially, before the first *Statement of Work* is executed, the Coordinators for this Agreement are as follows:

INTEKSERV Point-of-Contact: Mr. Sujay Saha

NICK TUNG Point-of-Contact: Mr. Nicholas Tung

- e) Either Party may change its Coordinator for the purpose of this Agreement or a *Statement of Work* by informing the other Party in writing of the new person responsible.

4. COSTS, COMPENSATION RATES AND PAYMENT

- a) The Pricing for the SEO assignments would be like the following: For 5 keywords the pricing would be 200 SGD; For 8 Keywords will be \$280 SGD. For 10 keywords the Pricing would be 320 SGD; For 15 Keywords will be \$400 SGD. For 20 keywords the Pricing would be 500 SGD. These are the standard rates that NICK TUNG would be paying to INTEKSERV for the specific assignments. Variations in the rates for special cases can be negotiated between both companies jointly and finalized. Payment can be done to INTEKSERV through wire transfer at their designated bank, in SGD only, and standard payment model can be an advance amount for six months, and then later followed by monthly payment from the seventh month's service onwards in advance.
- b) Invoices would be submitted by INTEKSERV for all specific assignments and then the payment can be realized by NICK TUNG.
- c) For Pricing on any other service area that both companies would jointly execute, estimation, negotiations would be done on case to case basis and the Pricing would be finalized.

5. NON-COMPETE

The **Subcontractor** and prime contractor agrees that they will not actively participate in other team efforts that are directly competitive to this Teaming Agreement for any specific client account that are jointly being addressed together and vice versa. However, this can be attempted only after the termination/end of this agreement at both ends.

6. NON-EXCLUSIVE COLLABORATION& EXCEPTION

For SEO (which is under Digital Marketing) related assignments in the Singapore region both parties (INTEKSERV & NICK TUNG) have exclusive agreement through this contract to work together within the term of this Teaming Agreement. In this regard, NICK TUNG would analyze the Singapore market and share the business plan and sales related projection with INTEKSERV on weekly/fortnightly/monthly basis as may be applicable. NICK TUNG also may need to scale up the sales target by reasonable percentage on month by month basis and share such figures with INTEKSERV under this exclusive SEO agreement for Singapore. Accordingly INTEKSERV will plan its resources and infrastructure that may be needed for upcoming projects and also plan its revenue expansion.

7. AREAS OF COLLABORATION

a) Digital Marketing & SEO

8. TERRITORY OF COLLABORATION

This collaboration or joint-venture programme is not restricted to any specific geography or territory and industry verticals, and can be enforced for customers at any location in the world with mutual acceptance of both the **Prime Contractor** and the **Subcontractor**. However, as an initial scope the region of Singapore has been selected.

For SEO related assignments, both parties would like to work closely and exclusively in the region of Singapore.

9. CONFIDENTIAL INFORMATION

- a) The Parties anticipate that under this Agreement it may be necessary for either Party to furnish to the other information of a confidential and proprietary nature. Such information shall be marked as "Confidential" by the disclosing Party at the time of the disclosure. Oral disclosure, where necessary, shall be identified as confidential at the time of disclosure and shall be summarized in writing within ten (10) days of the disclosure.
- b) Each of the Parties agrees that it will use the same degree of care to protect such information from disclosure to third parties as is used to protect its own information of similar importance, which shall be no less than a reasonable degree of care. Access will be limited to only those of a Party's partners, principals, employees, agents, subcontractors or authorized assigns that need access to perform this Agreement.
- c) The confidential information furnished to either Party may only be used and reproduced in performance of its respective obligations under this Agreement.
- d) The limitations on reproduction, disclosure or use of confidential information will not apply to, and neither Party will be liable for reproduction, disclosure, or use of such information if any of the following conditions exist:

- i) if the information has been developed independently by the receiving Party; or
 - ii) if the information has been lawfully received from another source, provided such other source did not receive it as a result of a breach of this Agreement; or
 - iii) if the information is published by the disclosing Party or is disclosed to others, without restriction; or
 - iv) if such information otherwise comes within the public knowledge or becomes generally known to the public; or
 - v) the information is disclosed pursuant to any judicial order.
- e) Other than as expressly specified herein, the disclosing Party grants no license to the receiving Party under any copyrights, patents, trademarks, trade secrets, or other proprietary rights to use or reproduce the confidential information.
- f) Notwithstanding the expiration or termination of this Agreement, the confidentiality obligations of this Section will survive for a period of two (2) years from the date of such disclosure.
- g) The confidentiality obligation contained herein will not prevent either Party from independently developing or distributing services similar to or competitive with the Services being provided by the other Party in connection with this Agreement, or from entering into similar agreements with third parties, provided that the restrictions hereunder are not violated.
- h) The receiving Party will take immediate steps to cure any process which allowed for inadvertent release of any information, and to terminate any unauthorized use.
- i) Each Party's Coordinator, or those persons directly working on the Project, is designated as the Party's representative to receive confidential and proprietary information transmitted by the other Party. Each party shall: (i) promptly advise the other in writing if it learns of any unauthorized duplication, use or disclosure of confidential and proprietary information; and (ii) return the other Party's confidential and proprietary information (including any documents, papers and materials and notes thereon containing confidential and proprietary information) promptly upon expiration or termination of this Agreement or certify in writing that all copies of such confidential and proprietary information (including any documents, papers and materials and notes thereon containing confidential and proprietary information) have been destroyed.
- j) The Sub Contractor is never to release any information in writing or in a form of any type of graphics, or verbal or speak to the clients of the Prime Contractor directly or indirectly verbally or written even during and after the expiry of the contract for 5 years.
- k) The Sub Contractor will never let anyone know about its identity and relationship with the Prime Contractor (that is, INTEKSERV is a Sub Contractor to the Prime Contractor-NICK TUNG, under this agreement).

10. CHANGE IN SCOPE

In the event the Parties' understanding changes or Customer requests a change in the Parties' obligations affecting performance of the **Subcontractor**, the **Prime Contractor** will notify the **Subcontractor** of such change request in writing. Within **maximum** of Seven (07) days of receipt of such change request, the **Subcontractor** will notify the **Prime Contractor** in writing of any

increase or decrease in the **Subcontractor's** charges and/or alteration to delivery schedules occasioned by the change. Upon the **Prime Contractor's** acceptance of the **Subcontractor's** modified charges and delivery schedule, the Parties will modify the terms of this Agreement or a revised *Statement of Work* to effect the change. The Parties will not implement any such change without both the Parties' written authorization.

11. TERM & TERMINATION

- a) The TERM of this Teaming Agreement between the two parties shall commence on the date first above written on this Agreement and shall continue in full force for a period of one year and auto renew if never write in email to terminate. Any revisions or addendums can be appended to this Master Teaming Agreement as "ANNEXURES" time to time with the consent and signed acceptance of both parties.
- b) Either Party may terminate this Agreement without assigning any reason, by giving Thirty (30) days written notice to the other. The **Prime Contractor** may terminate for convenience any *Statement of Work* or any portions thereof by thirty (30) days written notice to the **Subcontractor** other than the running SEO projects. Upon receipt of such notice, the **Subcontractor** will immediately arrange to stop all activities associated with the terminated *Statement of Work* unless specifically authorized by the **Prime Contractor** to allow for the orderly termination of the Services. The **Subcontractor** will be paid for the Services provided prior to the date of termination or till the last date of execution post termination.
- c) In the event of a material breach by either Party or the failure by the Subcontractor (INTEKSERV) to deliver the required SEO services properly as per agreements (other than valid issues and delays from the client's and Prime Contractor's end), the Prime Contractor reserves the right to terminate this Exclusive Agreement for the SEO assignments at Singapore with the Sub Contractor. Upon expiration or termination of this Agreement, each Party shall return all materials received from the other Party, except for non-confidential sales literature or demonstration software specifically designed for public distribution.
- d) This Agreement may terminate in the event either party ceases to conduct business owing to internal or external issues, become or is declared insolvent or bankrupt, makes an assignment for the benefit of its creditors, becomes the subject of insolvency, liquidation, re-organization, bankruptcy proceedings; the affected Party has the right to terminate this Agreement with immediate effect.

12. COMPLIANCE WITH LAWS

The Parties, at their own expense, will comply with all laws and regulations of central, state, and local government authorities relating to their obligations under this Agreement.

13. GOVERNING LAW

Any and all questions of enforceability and interpretation which may arise under this Agreement shall be determined and governed by and in accordance with the laws of India and/or Singapore. The Courts at Kolkata-India/Singapore shall have the exclusive jurisdiction.

14. ARBITRATION

Any dispute, controversy or claim arising out of, or relating to any provision of this Agreement or a *Statement of Work* or an *SEO Agreement* or the interpretation, enforceability, performance, breach, termination or validity hereof, shall be solely and finally settled by arbitration in accordance with the Indian Arbitration Act, 1996 and beyond. The parties shall appoint a sole arbitrator who shall decide the matters submitted to him based upon the evidence presented and the terms of this Agreement and the arbitrator shall issue a written award and include findings of facts and conclusions of law. An

award rendered in connection with the arbitration pursuant to this Article shall be final, non-appealable and binding upon the Parties and any judgement upon such an award may be entered and enforced in any court of competent jurisdiction. Proceedings in the arbitration shall be conducted in English language. The seat of Arbitration shall be at Kolkata, India.

15. ENTIRE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at **Singapore** on 20th day of November, 2015 to become effective immediately.

COMPANY 1: (INTEKSERV)

S.R. INTEKSERV CONSULTANTS PVT LTD

SIGNATURE:

NAME: RAJDEEP MUKHERJEE

DESIGNATION: DIRECTOR & C.E.O.

COMPANY 2: (NICK TUNG)

NICK TUNG

SIGNATURE:

NAME: NICHOLAS TUNGKAISHENG

DESIGNATION: SENIOR CONSULTANT

WITNESS 1:

SIGNATURE:

NAME: SUJAY SAHA

DESIGNATION: DIRECTOR
& HEAD of TECHNOLOGY SERVICES