

## FREELANCER AGREEMENT

This Agreement is made on \_\_\_\_\_ (“Effective Date”), between Mr/Ms. \_\_\_\_\_ (“Freelancer/Consultant”) and M/s. L&T Technology Services Limited (“Company”).

The Company and the Consultant shall be referred individually as a “Party” and collectively as “Parties”.

The Consultant/Freelancer is identified under and registered with the \_\_\_\_\_ Portal/Platform and is selected by the Company for providing Services for the benefit of the Company in accordance with the terms and conditions contained hereinafter. This Agreement and the terms and conditions of the Platform together be hereinafter called the Agreement.

### 1. Services and Payment.

1.1 Consultant shall perform and provide the Services in accordance with the terms and conditions which are morefully described in Exhibit A. A statement of work shall be signed by the Parties from time to time (“Statement of Work/SOW”) as required by the Company.

1.2 Further, during the Term of this Agreement and based on the project requirements and projects assigned at different stages, the Consultant shall agree to be bound by the terms and conditions of the agreements entered by the Company with respect to the project and as notified from time to time.

1.3 In consideration of the Services rendered by the Consultant regarding the subject matter of this Agreement, the Company will make payments to the Consultant in accordance with the rates and payment terms as specified in Exhibit A. If there is any conflict relating to confidentiality obligations and Ownership of Intellectual property rights between the terms and conditions of the Platform under which the Freelancer is engaged and in this Agreement, this Agreement shall prevail.

### 2. Ownership; Intellectual Property Rights; Proprietary Information; Publicity.

2.1 The Consultant acknowledges and agrees that the Services performed and provided under this Agreement and in furtherance to the Platform terms and conditions are on “Work for hire” basis and the Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, sui generis database rights and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all Inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Consultant during the term of this Agreement that relate to the subject matter of, or arise out of, the Services and deliverables or any Proprietary Information (as defined below) (collectively, “Inventions”) and Consultant will promptly disclose and provide all Inventions, any work of authorship or Trademarks created in connection with this Agreement to Company. The Consultant shall sign any necessary documents and shall make all assignments in perpetuity to the Company necessary to accomplish the foregoing ownership. Consultant shall further assist Company, at Company’s expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned. Consultant hereby irrevocably designates and appoints Company as its agents and attorneys-in-fact, coupled with an interest, to act for and in Consultant’s behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Consultant.

2.2 Consultant agrees that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) the Consultant develops, learns or obtains during the period over which Consultant is to be providing Services that relate to Company or the business or demonstrably anticipated business of Company or that are received by or for Company in confidence, constitute "Proprietary Information."

2.3 The Consultant shall hold in confidence and shall not disclose to any person or entity any Confidential information of the Company (whether in written, oral, electronic or other form) that is obtained from the Company, or otherwise prepared or discovered either in the performance of this Agreement, while accessing Company's computer systems and other electronic voice and data networks ("Systems"), or while on The Company's premises or otherwise. or, any Proprietary Information except in performance of his/her obligations under this Agreement. For the purpose of this Agreement, "Confidential Information" shall mean and include, without limitation, all Work Product (resulting from Services and deliverables), all information designated by the Company as confidential, all information or data concerning or related to The Company products (including the discovery, invention, research, improvement, development, manufacture, or sale thereof), processes, general business operations (including sales costs, profits, pricing methods, organization and employee lists), and any information obtained through access to any of the Company's systems which, if not otherwise described above, is of such a nature that a reasonable person would believe it to be confidential or proprietary. However, Consultant shall not be obligated under this paragraph with respect to information Consultant can document is or becomes readily publicly available without restriction through no fault of Consultant.

#### 2.4 Publicity:

The Consultant agrees not to publicize or disclose the existence or terms of this Agreement to any third party without the prior written consent of the Company, except as may be required by law. In particular, no press releases will be made without the mutual written consent of each party.

#### 2.5 Maintenance of Confidentiality Information:

The Consultant agrees that he/she shall take all reasonable measures to protect the secrecy of and avoid unauthorized access, disclosure and use of the Confidential Information. The Consultant further agrees to sign and execute appropriate Non-disclosure agreement ("NDA") based on the project assigned to him/her from time to time and prior to any disclosure of Confidential Information to confirm the confidentiality obligations as set out by the Company. The Consultant agrees not make copies of Confidential Information. The Consultant agrees that he/she shall immediately notify the Company in the event of any unauthorized use or disclosure of the Confidential Information and reasonably support the Company in taking necessary remedial action.

2.6 If the Consultant uses Open source software's for the provision of Services under this Agreement, then the Consultant shall be solely responsible and shall ensure that he/she shall has complied with its license terms and conditions. Further, the Consultant shall adhere with the Company's policy including data protection, data security and IT security policies.

2.7 The Consultant agrees that he/she shall notify the Company immediately if at any time the Consultant knows or reasonably should know, of any third-party claim regarding any infringement of Intellectual property.

2.8 Upon termination and as otherwise requested by Company, Consultant shall promptly return to Company all original items and copies (electronic or written) containing or embodying Proprietary Information or confidential information that is in possession or control of the Consultant and shall delete and destroy all original and copies of any confidential or residual content/data of the Company not so returned and shall provide in writing that he/she has fully complied with this obligation. . The Consultant agrees that in terms of the Agreement, the Company may monitor or delete any content on the Consultant's System/device with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that Consultant's activity, and any files or messages, on or using any of those systems may be monitored at any time without notice to verify the Consultant's compliance with these obligations.

3. Non- Solicitation:

The Consultant shall not solicit for employment any person who, during the relevant period, was an employee of the Company or the Company's customer or nominee as the case may be.

4. To the extent allowed by law, Section 2.1 and any license to Company hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like. Furthermore, Consultant agrees that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world and without any further compensation, Company may and is hereby authorized to use Consultant's name in connection with promotion of its business, products and services and to allow others to do so and. To the extent any of the foregoing is ineffective under applicable law, Consultant hereby provides any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible. Consultant will confirm any such ratifications and consents from time to time as requested by Company. If any other person provides any Services or provides services similar to any of those referred to above in this paragraph in connection with the Services, Consultant will obtain the foregoing ratifications, consents and authorizations from such person for Company's exclusive benefit.

5. If any part of the Services or Inventions is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating technology or intellectual property rights owned or licensed by Consultant and not assigned hereunder, Consultant hereby grants Company and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such technology and intellectual property rights in support of Company's exercise or exploitation of the Services, Inventions, other work performed hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them).

6. Representations and Warranties.

The Consultant represents and warrants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation by which the Consultant is bound ; (ii) all work under this Agreement

shall be Consultant's original work and none of the Services or Inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); and, (iii) Consultant has the right to enter and perform his/her obligations under this Agreement including to provide the Company with the assignments and rights provided for herein.

7. Termination.

If either party breaches a material obligation of this Agreement, then other party may terminate this Agreement by issuing a written notice of 15 days, provided in the event the breach is capable of cure and the other Party fails to cure the breach within 15 days from the date of receipt of the notice specifying the breach and demand for the cure.

Company also may terminate this Agreement at any time, with or without cause, but, if (and only if) without cause, Company shall upon termination pay Consultant all unpaid amounts due for Services rendered by him/her till the date of termination within 4 weeks from the date of termination. Sections 2 (subject to the limitations on Section 3 stated therein) through 14 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration. Company may communicate such obligations to any other (or potential) client or employer of Consultant. The Consultant may terminate without cause only upon issuing the Company 4 weeks prior written notice.

8. Relationship of the Parties; Independent Contractor; No Employee Benefits.

Notwithstanding any provision hereof, Consultant is an independent contractor (not an employee or other agent) solely responsible for the manner and hours in which Services are performed and is solely responsible for all taxes, withholdings, and other statutory, regulatory or contractual obligations of any sort (including, but not limited to, those relating to workers' compensation, disability insurance, unemployment compensation coverage, the Labor Standards Act, income taxes, etc.), and is not entitled to participate in any employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs.

9. Indemnification:

Consultant agrees to indemnify Company from any and all claims, damages, liability, settlement, attorneys' fees and expenses, as incurred, on account of the foregoing or any breach of this Agreement or any other action or inaction of Consultant. If Consultant is a corporation, it will ensure that its employees and agents are bound in writing to Consultant's obligations under this Agreement.

10. Assignment.

This Agreement and the Services contemplated hereunder are personal to Consultant and Consultant shall not have the right or ability to assign, transfer, or subcontract any rights or obligations under this Agreement without the written consent of Company. Any attempt or assignments to do so without such consents shall be voided by the Company. Company may assign its rights and obligations under this Agreement in whole or part.

11. Notice.

All notices under this Agreement shall be in writing and signed by or on behalf of the party giving it, and shall be deemed given when personally delivered, by email or and by sending it through registered post or by courier to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice.

12. Limitation of Liability:

In no event will the Company & the Consultant be liable for special, indirect, incidental or consequential damages to the full extent such may be disclaimed by law, even if the Company & the Consultant has been advised of the possibility of such damages.

13. Dispute Resolution:

All disputes or differences between Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or arising out of or in connection with this Agreement ("Disputes"), shall at the first instance be resolved through good faith negotiations between the Parties, which negotiations shall begin promptly after a Party has delivered to the other Party a written request for such consultation. Subsequently on failure of such negotiations, the parties shall refer the matter to a sole arbitrator to be mutually appointed by both parties and such arbitration including appointment of such arbitrator, shall be carried out in accordance with the Arbitration and Conciliation Act, 1996. The Arbitration shall be held at Hyderabad. Any applications to be initiated in this connection shall be subject to the exclusive jurisdiction of the courts in Bangalore only.

14. Miscellaneous.

14.1 Any breach of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies.

14.2 The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

14.3 No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties.

14.4 In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

14.5 This Agreement shall be governed by and construed in accordance with the Indian Laws without regard to the conflicts of laws provisions thereof and courts at Hyderabad shall have exclusive jurisdiction. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys fees.

14.6 Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

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Resource Name

L&T Technology Service Ltd

Date:

Date:

## EXHIBIT A

### TERMS AND CONDITION:

Term of this Agreement: This Agreement will commence from the Effective Date to \_\_\_\_\_ or upon completion of Services.

The Consultant shall contribute a minimum of working hours of half of the target hours per week in order to continue the Remote Consultant Role. Based upon the business requirement, the Consultant will be given assignments/SOWs from time-to-time as required by the Company, by the Reporting Manager, or other designated person by the Company. The Consultant shall maintain proper time sheets for the Services rendered/the work carried out in terms of this Agreement.

The Consultant shall be completely responsible for Visa status and any other work authorization related obligations in the residing country. The Company is not responsible towards any such obligations on behalf of the Consultant.

The Consultant shall be responsible for paying his/her taxes or other impositions, service charges to comply with the local government bodies in the country of residence and Consultant shall fulfill all other statutory compliances under the Applicable laws in terms of this Agreement. The Company is not responsible towards any such obligations on behalf of the Consultant.

#### 1. Candidates Details

Full Name: XXXX      Nationality: XXXX

Address:

Email: XXXX      Contact: XXXX

#### 2. Supervisor Details

Full Name:      Contact Number:

Email:      MS Teams ID:

#### 3. Remuneration and Payment Terms

Frequency: Monthly

Rate card: \$ per Hour (Up to 20 Hrs. per week)

Currency: USD

Payment Mode: PayPal

Account Number: XXXX

However, the Payment shall be processed and credited to the Consultant/Freelancer's account/wallet through the \_\_\_\_\_Portal/Platform subject to satisfactory quality check and approval from the Company for the Services provided under the Agreement.

Beneficiary Name: XXXX

Payment Terms: Between 20th to 25th of every month for the previous month services

Candidate Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Head - HR Signature: \_\_\_\_\_