

## Consultancy Agreement

This Agreement ("Agreement") is made on the 6<sup>th</sup> day of Feb, 2023 ("Effective Date") by and between

**Sunstone Education Technology Private Limited**, a private company, limited by shares, incorporated under the Companies Act, 2013 having CIN U80301DL2019PTC344542 and having its corporate office at 9th Floor, Tower- Unitech Cyber Park, Sector 39, 122002, Haryana India (hereinafter referred to as the "**Company**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the **ONE PART**;

AND

**Vijayalakshmi Chinnadurai**, an individual residing at Permanent Address: **No-5/351, Thangam Avenue 3<sup>rd</sup> street sikkarayapuram mangadu Kancheepuram, Tamil Nadu, PAN: ARHPV4821E** (hereinafter referred to as "**Guest Lecturer – Full Stack, Chennai location**" which expression shall, unless repugnant to the context thereof, include its successors and assigns), of the **OTHER PART**;

### NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

#### 1. Engagement and Services:

- a) The Company hereby engages the Consultant to provide and perform the services set forth in Exhibit A attached hereto (the "Services"), and the Consultant hereby accepts the engagement

#### 2. Consultancy Fees and Payment Terms:

- a) In consideration of the Services to be rendered hereunder, the Company will be paying a compensation of **30,000 INR per week (5 days)**.

Consultants will be paid monthly as per applicable working sessions in the Month at the end of the month.

#### 3. TERMINATION:

- a) Either Party may, without cause, terminate this Agreement by giving the other Party written notice of 30 days.
- b) In the event of material breach of this Agreement by either Party ("**Breaching Party**"), the other Party ("**Non-Breaching Party**") shall be entitled to terminate this

- c) Agreement with a written notice of 30 (thirty) days provided that such material breach, if capable of being remedied, is not remedied by the Breaching Party within the said 30 (thirty) days' notice period. Any act of insolvency will also be deemed to be a material breach of this Agreement.
- d) Expiry or earlier termination of this Agreement will not prejudice any rights of the Parties that may have accrued prior thereto. All continuing obligations which have arisen prior to such termination shall continue to be binding on the Parties.
- e) After any notice of termination is given by either Party as mentioned, notwithstanding anything contained anywhere in this Agreement or related agreements or documentations existing or occurring in future, all continuing obligations of the respective Parties which by its nature is meant to survive the termination, shall survive irrespective of the termination thereof.

**4. INVOICING & ADJUSTMENTS:** In consideration of the satisfactory performance of the Consultant, Sunstone agrees to pay the Consultant according to the following terms:

- a) Fees as determined mutually by both the parties.
- b) Consultant will be responsible for any expenses incurred in the performance of this Agreement except as otherwise authorized by Sunstone prior to such expenses being incurred. Such expenses as are authorized by Sunstone will be reimbursed as per the agreed Proposal Cost which forms an integral part of this agreement.
- c) Invoices will be submitted as per the schedule mentioned in the Exhibit A and will specify the services performed and itemize any expenses. All such invoices shall be due and payable within 30 days after receipt by Sunstone provided there is no query.
- d) Consultant shall keep complete and accurate records relating to this agreement and the basis of invoicing to Sunstone.

**5. Confidentiality**

- a) The Parties to this Agreement shall ensure complete confidentiality with regard to this Agreement. Provided that prior to any such disclosure pursuant to a requirement by law or regulation, the Party disclosing the information must first notify the other Party, who shall then have an opportunity to respond to or/and dispute such intended disclosure.
- b) Provided that each Party may disclose information to third parties in the following circumstances:
- c) The third party is under an obligation to keep the information confidential.
- d) The third party has disclosed the information only for the purpose of evaluating the operations and processes of the Party that has received the confidential information.

- e) The disclosure of such information is reasonable required for such party to carry out the evaluation; and
- f) The third party is obliged to use the information only for the purpose of such evaluation or as required by law.
- g) Provided further that, any information relating to each of the Party and this clause shall survive the period of this agreement.

## **6. REPRESENTATION AND WARRANTIES:**

Each Party hereby represents and warrants as follows

- a) It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized by all requisite corporate actions to do so;
- b) It is not in violation of any contract, law, regulation, order or decree or that it is hindered or obstructed in any manner by any contract, law, regulation, order or decree in effectively performing its obligations under the terms and conditions of this Agreement.
- c) This Agreement is a valid and binding obligation, enforceable against it in accordance with its terms;
- d) It will perform its obligations under this Agreement in compliance with all applicable laws, necessary for the performance of its obligations hereunder; and
- e) It will provide such cooperation as reasonably necessary in order to give full effect to the provisions of this Agreement.

## **7. INDEMNIFICATION:**

- a) Each Party shall indemnify and hold harmless the other Party, its promoters, officers, directors, employees, affiliates, agents, sub-contractors and other representatives from any claims, demands, liabilities, suits, proceedings, penalties, costs or expenses of any kind (including, attorneys' fees and expenses) arising out of or in connection with (i) redemption of Offers against Codes supplied for the specific offers under this Agreement; (ii) deficiency of Services; (iii) infringement of intellectual property rights of [xxx] by the Company or its personnel; (iv) infringement of third party intellectual property rights by the Company or its personnel; (iv) violation of any applicable laws and statutory obligations by the Company or its personnel (including but not limited to non-filing of the requisite forms with the tax authorities to claim tax credit etc.); (v) gross negligence and/or misconduct by the Company or its personnel; (vi) breach of confidentiality obligations under this Agreement.
- b) In no event will either Party be liable for any indirect, consequential, incidental, special or exemplary damages, or any lost profits or opportunities arising out of or in connection with this Agreement, even if a Party has been advised of the possibility of such damages.

**8. PROPRIETARY RIGHTS:**

- a) In order that either Party may protect its trademarks, service marks, trade names, trade secrets, corporate slogans, corporate logos, product designations (collectively the “**Marks**”) and its goodwill, both Parties agree that they shall have no right to use the other Party’s Marks in any mode or manner without the prior written consent of the other.
- b) Except for the rights expressly granted under this Agreement, nothing contained herein shall be deemed to grant to a Party either directly or by implication, estoppels, or otherwise, any license to any Marks of the other Party.

**9. MISCELLANEOUS:**

**Entire Agreement:** This Agreement along with the Annexures and Schedules shall constitute the entire Agreement, between the Parties hereto relating to the subject matter thereof, and there are no oral statements, representations, warranties, undertakings or agreements between the Parties except as provided herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties hereto.

**Principal-to-Principal Agreement:** This Agreement has been entered into on a principal-to-principal basis and nothing contained in this Agreement shall be deemed to constitute a joint venture, partnership, or agency relationship between the Parties. The Parties hereto shall not represent as an agent of the other under any circumstances and at any place and at any point of time and shall fulfil their obligations strictly in terms of this Agreement as between two independent principals in commercial transactions and none of the terms and conditions of this Agreement or their context shall be read or meant to be otherwise.

**Assignment:** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto and their respective successors. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned to any third party, unless otherwise agreed in writing by both Parties.

**Force Majeure:** Both Parties shall be liable to the other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by force majeure or reasons beyond the reasonable control of the concerned Party. This will not however apply to the obligation to make accrued payments.

**Notices:** Any notices, requests and other communications required or permitted hereunder shall be in writing and shall be given by hand against written acknowledgement or receipt, or sent by registered mail, or by facsimile followed by a confirmation letter by registered mail, at or to each of the Parties at the addresses set forth in this Agreement.



**Headings:** The headings contained in this Agreement are solely for the purpose of reference and shall not in any way affect the meaning or interpretation of this Agreement. **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, unenforceable, or illegal, such provision shall be enforced to the maximum extent possible, and the remaining provisions shall remain in full force and effect.

**Waiver:** Failure of either Party to require performance of any provision of this Agreement shall not affect such Party's right to full performance thereof at any time thereafter, and any waiver by either Party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by an authorized representative of the concerned Party.

**Governing Law and Arbitration:** This Agreement shall be governed by the laws of India. Any disputes or differences whatsoever between the Parties which cannot be settled by mutual discussions shall be settled by arbitration at New Delhi under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (as amended from time to time). The Arbitral Tribunal will consist of a sole arbitrator appointed based on mutual agreement between the Parties. Nothing contained in this clause will preclude either Party from applying for and obtaining any injunctive, prohibitory or other similar urgent or interim relief from a competent Court of law, for which the Courts at Bangalore shall have exclusive jurisdiction.

**Counterparts:** This Agreement is signed in two copies, of which the Parties have taken one each.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective representatives thereunto duly authorized as of the date first written.

<b>For Sunstone Education Technologies Private Limited</b>    Authorised Signatory: <b>Ritika Puri</b>	<b>For –</b>    Authorised Signatory: <b>Vijayalakshmi Chinnadurai</b>
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## Exhibit A

1. Standard of Services. All Services to be provided by consultant shall be performed with promptness and diligence in a workman like manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The Company shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.

2. Scope of Work:

- ☐ The visiting faculty will need to perform the schedule as prescribed by Sunstone.
- ☐ All related activities such as copy checking and paper submission are a part of the above agreement. Please also note, that the remuneration for last 10 sessions will be held back until all correction of copies and results are submitted as per the process
- ☐ Drive quiz completion and perform the continuous assessment for the batch they are teaching.
- ☐ Project completion and evaluation to be done on a periodic basis.
- ☐ **Location: Chennai**
- ☐ **Date of Joining: 13<sup>th</sup> of February 2023**
- ☐ Tools, Instruments and Equipment: Consultant shall provide Consultant's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.