

SERVICE AGREEMENT

ZN20180308017

This Service Agreement ("Agreement") is entered into and made effective as of [07/03/2018] ("**Effective Date**") by and between Bytemod Pte. Ltd., a Singapore corporation located at 10 Anson Road #10-08 International Plaza Singapore ("**Bytemod**") and [**Yogita Chawdhary**], a [Country: India Passport No.: N6289960] citizen, contact address at [C301 SJR Brooklyn, ITPL Main Road, Kundalahalli Colony, Brookefield, Bengaluru, Karnataka, India 560037] ("**Service Provider**").

Section 1. DEFINITIONS. The following terms shall have the meanings set forth below:

- 1.1 "**Deliverables**" means the specific materials, software, designs, devises, products or other deliverables that are provided by Service Provider to Bytemod as a result of performing the Services and which are specified in the applicable SOW.
- 1.2 "**Intellectual Property**" shall mean all worldwide rights in and to intellectual property, including without limitation rights to inventions, trade secrets, know-how, technology, research tools, data, software, improvements and rights of authorship and attribution, whether or not protected by patents or copyrights, and including, without limitation, patent applications, patents, trade secret rights, copyrights, trademarks, and other exclusive or non-exclusive rights pertaining to intellectual property owned or controlled by a party.
- 1.3 "**Payment Schedule**" means the timetable relating to the performance of the services set forth in the applicable SOW.
- 1.4 "**Project Schedule**" means the timetable relating to the performance of the Services set forth in the applicable SOW.
- 1.5 "**Services**" means the services described in the applicable SOW.
- 1.6 "**Statement of Work**" or "**SOW**" means the description of the Services, including but not limited to, the Deliverables, Project Schedule, Payment Schedule, acceptance criteria, and other information set forth in the applicable SOW, in a form substantially similar to Exhibit A attached hereto and incorporated herein by reference.

Section 2. SUPPLY OF SERVICES

- 2.1 Description of Services. Service Provider shall use commercially reasonable efforts to perform the Services as described herein and as set forth in each SOW attached hereto and as agreed upon by the parties. During the Term of this Agreement, the parties may agree on additional SOWs (which may be prepared using the template provided as Exhibit A), and Service Provider shall provide Bytemod with the Services, including any Deliverables, as set forth in such SOW. Each party hereby agrees that by referencing this Agreement, each

SOW will be understood as implicitly incorporating by reference the terms herein even if the SOW does not expressly do so. Each SOW and any amendment thereto may not be made except by a writing signed by both Bytemod and Service Provider. In the event of any inconsistencies between the terms of a SOW and the terms herein, this Agreement shall govern, except for instances where the SOW specifically references a deviation from the Agreement, in which case the terms set forth in the SOW will prevail for that SOW only. Each SOW (as may be amended) taken together with the incorporated terms of this Agreement shall be a separately enforceable agreement.

- 2.2 Change Orders. Bytemod may, at any time, by written notice to Service Provider, issue additional instructions, require additional Services or reduce or waive Services covered by the applicable SOW. In such event, a mutually agreed upon adjustment in price and time of performance will be made. Any claim by Service Provider for increased compensation must be made within thirty (30) days after receipt of written notice regarding the change in Services or delivery of adjusted or new Services.
- 2.3 Performance. The manner and means by which Service Provider chooses to complete the Services are in the Service Provider's sole discretion and control. Service Provider represents and warrants that Service Provider and its employees are skilled, experienced and fully-qualified to perform and deliver the Services consistent with the highest standards of Service Provider's profession, business or industry. Unless otherwise specified in the applicable SOW, Service Provider shall provide all necessary equipment, tools and other material, at Service Provider's own expense, necessary to complete the Services.
- 2.4 Personnel. Service Provider shall at all times provide a sufficient number of qualified and skilled personnel ("Personnel") to perform and complete the Services, and Service Provider shall take reasonable measures to ensure that all of its Personnel who perform any Services hereunder will comply with the duties and obligations applicable thereto under this Agreement. Subject to Section 2.5 below, all Personnel shall be employees of the Service Provider. Bytemod reserves the right to reject for any lawful and reasonable reason whatsoever any of the Personnel assigned by Service Provider in connection with any SOW, and Service Provider shall as soon as possible thereafter provide a replacement satisfactory to Bytemod. Upon the request of Bytemod from time to time, Service Provider agrees to conduct background checks of proposed or current Personnel, subject to legal regulations and limitations. In no event shall performance of the Services be delayed or shall Bytemod be charged for any time required for the recruitment of any Personnel needed under a SOW or for any replacement Personnel to be trained to provide Services, whether the replacement is requested by Bytemod or not. Service Provider shall be solely responsible for assuring the safety of its Personnel performing any Services. Service Provider shall comply with all applicable health and safety laws and regulations. Service Provider shall take reasonable measures to ensure that its Personnel performing Services are properly trained in performing their duties.
- 2.5 Subcontractors. Service Provider may engage subcontractors to assist with the performance

of the Services, provided that Service Provider obtains prior written approval of Bytemod in each instance. Service Provider shall be solely responsible for the acts and omissions of all subcontractors engaged by Service Provider and authorized to perform Services hereunder. If approved by Bytemod, subcontractors performing Services shall be deemed Personnel for the purposes of this Agreement.

- 2.6 Affiliates. Any Affiliate approved by the parties is entitled to provide or purchase Services and/or Deliverables hereunder by entering into a SOW under this Agreement. In such event, the Affiliate agrees to be bound by the terms of this Agreement and is solely liable for all obligations relating to such SOW. The parties agree that an Affiliate may not change the Agreement terms except as they specifically apply to the particular SOW. An “**Affiliate**” of a party means any entity, whether incorporated or not, that is controlled by, controls, or is under common control with such party. “**Control**” means the ability, whether directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.

Section 3. COMPENSATION

- 3.1 Payment. Subject to Section 3.3, Bytemod will pay Service Provider for the Services rendered in accordance with the Payment Schedule as provided in the applicable SOW. Unless expressly provided for in the applicable SOW, Service Provider assumes the risk for all other costs and expenses. In no event shall Bytemod be required to directly compensate any Personnel with respect to the Services under this Agreement.
- 3.2 Taxes. All payments due to Service Provider under this Agreement are and shall be exclusive of all taxes, duties, levies, tariffs and other governmental charges (including, without limitation, VAT) (collectively, “Taxes”), and Service Provider shall be responsible for any and all Taxes (including any related interest and penalties) resulting from any payments made hereunder. If Bytemod is required to deduct or withhold Taxes from any payments made to Service Provider and remit such Taxes to the local taxing jurisdiction, then Bytemod shall have the right to withhold and remit such Taxes and pay to Service Provider the remaining net amount after the Taxes have been withheld.
- 3.3 Acceptance. Payment shall not be due until (a) all Deliverables have been accepted by Bytemod as set forth below, and (b) all Services have been performed to the satisfaction of Bytemod. Except as may be provided in a SOW, within fifteen (15) days after receipt of the Deliverables (“**Acceptance Period**”), Bytemod will: (i) provide written notification of acceptance to Service Provider, or (ii) provide written notification of any deficiencies, after which Service Provider shall promptly correct such deficiencies and resubmit the Deliverables to Bytemod. This process shall continue until Service Provider has corrected all noted deficiencies and Bytemod accepts the Deliverables. Bytemod will be deemed to have accepted the Deliverables if Bytemod fails to notify Service Provider within the Acceptance Period.
- 3.4 Records. Service Provider shall keep accurate records of the time spent, work performed, and

all charges and expenses, associated with the Services. Bytemod shall have access to and the right to examine any pertinent books, documents, papers and records of Service Provider relating to the Services, upon reasonable notice to Service Provider and during Service Provider's regular business hours, for a period of two (2) years after final payment under the applicable SOW.

Section 4. RELATIONSHIP BETWEEN THE PARTIES

- 4.1 Status. Service Provider's relationship with Bytemod shall be that of a non-exclusive independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. Service Provider is not an agent of Bytemod and is not authorized to make any representation, contract, or commitment on behalf of Bytemod. Service Provider and its employees shall not be entitled to any of the benefits that Bytemod may make available to its employees. Service Provider shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Service Provider's performance of Services and receipt of payments under this Agreement.
- 4.2 No Withholding. Bytemod will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on behalf of Service Provider or its agents or employees. Service Provider hereby agrees to indemnify, defend, and hold Bytemod harmless against any and all such taxes or contributions, including penalties and interest.
- 4.3 Gratuities. Service Provider represents and warrants that neither it nor any of its employees, agents or representatives has offered or shall offer any gratuity to Bytemod's employees, agents or representatives with a view toward securing a contract or securing favorable treatment related to the Services contemplated under this Agreement.
- 4.4 Foreign Corrupt Practices Act. Service Provider represents that it is aware that it is illegal under the United States Foreign Corrupt Practices Act ("FCPA") to give, offer, promise or authorize giving anything of value to any government official or political party in an effort to win or retain business or secure any improper advantage. Service Provider will not take any action that, if done by an American citizen, would be a violation of the FCPA, and Service Provider will ensure that any individual that performs work under this Agreement will not take such action.
- 4.5 Conflict of Interest. Service Provider further represents that it currently has no relationship with an employee of Bytemod that would constitute a conflict of interest and that Service Provider shall not engage in any activity during the Term of this Agreement that may present such a conflict of interest.

Section 5. CONFIDENTIAL INFORMATION

5.1 Definition. "Confidential Information" means any information disclosed by Bytemod to Service Provider, whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information includes, but is not limited to, all Bytemod product designs, capabilities, specifications, drawings, program code, mask work designs, models, documentation, components, software (in various stages of development), test and development boards, hardware reference code and platforms, architectures, agreement terms, financial and pricing information, business and marketing plans, actual and potential customers and suppliers, information regarding the skills and compensation of employees of Bytemod, the Services, Statements of Work, and other similar information that is proprietary to Bytemod. Confidential Information shall not include any information that: (a) was in Service Provider's lawful possession prior to the disclosure, as clearly and convincingly corroborated by written records, and had not been obtained by Service Provider either directly or indirectly from Bytemod; (b) is lawfully disclosed to Service Provider by a third party without actual, implied or intended restriction on disclosure through the chain of possession, or (c) is independently developed by Service Provider without use of or access to the Confidential Information, as clearly and convincingly corroborated by written records.

5.2 Requirements. Service Provider agrees that it shall not disclose or use in any way, other than in the course of performance of the Services under this Agreement, Bytemod's Confidential Information to any third parties. Service Provider will disclose Confidential Information only to Service Provider's Personnel having a need-to-know for the performance of the Services under this Agreement, provided Service Provider shall have entered into confidentiality agreements with any such Personnel having obligations of confidentiality as strict as those herein prior to the disclosure to such Personnel and shall cause all such Personnel to adhere to said confidentiality obligations. Service Provider shall not, and shall not authorize others to, remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Confidential Information. Service Provider will promptly upon discovery of any loss or unauthorized use or disclosure of Confidential Information notify Bytemod in writing and take all necessary steps to mitigate the loss or unauthorized use or disclosure of Confidential Information. The foregoing prohibition on disclosure of Confidential Information shall not apply to the extent certain Confidential Information is required to be disclosed by Service Provider as a matter of law or by order of a court, provided that Service Provider provides Bytemod with prior written notice of such obligation to disclose and reasonably assists in obtaining a protective order. Upon termination of this Agreement or earlier as requested by Bytemod, Service Provider shall deliver to Bytemod any and all materials, documents or other media (whether maintained electronically or otherwise) containing Confidential Information, together with all copies thereof in whatever form.

Section 6. INTELLECTUAL PROPERTY

6.1 Retained Rights. Except as set forth in Section 6.3 below, Service Provider retains all right, title and interest in and to Intellectual Property (a) owned, made, conceived or reduced to

practice by Service Provider prior to the Effective Date of this Agreement or (b) developed by Service Provider during the Term of, but outside the scope of, this Agreement (collectively, the "**Retained Rights**").

- 6.2 Assignment of Work Product. Service Provider agrees that all work product and Intellectual Property developed by Service Provider, Service Provider's subcontractors or Service Provider's employees (solely or jointly with others) under the scope of this Agreement, including all Deliverables (collectively, the "**Work Product**") are and shall be protected as a "work made for hire" and, as such, shall be and remain the sole and exclusive property of Bytemod, unless otherwise expressly set forth in a signed SOW. Except for Retained Rights, Service Provider hereby irrevocably assigns, transfers and conveys to Bytemod all worldwide right, title and interest in and to the Work Product and all Intellectual Property therein, including the right to sue for past, present and future infringement thereof. Except as set forth below, Service Provider retains no rights in the Work Product and agrees not to challenge the validity of Bytemod's ownership in the Work Product.
- 6.3 License to Retained Rights. In the event that Service Provider incorporates Retained Rights in any Work Product or that the use of Retained Rights is necessary for the intended use of any Work Product, Service Provider hereby grants to Bytemod, under Service Provider's Intellectual Property rights, a perpetual, nonexclusive, paid-up, royalty-free, transferable, irrevocable and worldwide right and license, including the right sublicense, to use and otherwise exploit in any manner such Retained Rights in connection with the Work Product, including future products, services or business derived therefrom; provided, however, that nothing in this section shall be interpreted to permit Bytemod the right to use or exploit Retained Rights separate from such Work Product or derivatives thereof.
- 6.4 Service Provider's Waiver of Rights. If Service Provider has or subsequently acquires any rights to the Work Product that cannot be assigned to Bytemod, including any moral rights, Service Provider hereby unconditionally and irrevocably waives any and all rights to assert and enforce such rights against Bytemod, its affiliates and their successors and assigns, employees, agents and customers.
- 6.5 Assistance. From time to time, during the Term and after, Service Provider shall, and shall cause Personnel to, reasonably assist Bytemod in obtaining registrations for and enforcing Intellectual Property rights relating to the Work Product. To that end, Service Provider shall execute, verify and deliver such documents and perform such other acts as Bytemod may reasonably request for use in registering, applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Intellectual Property rights, and assignments thereof. In addition, Service Provider shall execute, verify and deliver all documents reasonably necessary to give effect to the foregoing. Bytemod will compensate Service Provider at a reasonable rate after the termination of this Agreement for the time actually spent by Service Provider at Bytemod's request on such assistance.

Section 7. REPRESENTATIONS AND WARRANTIES

7.1 Service Provider hereby represents and warrants that:

- (a) the Services will be performed in a competent and professional manner by Personnel skilled in the relevant areas of expertise, and the Services and Deliverables will meet the specifications in the applicable SOW;
- (b) the provision of the Services and the Deliverables, and all Work Product, do not and will not infringe, misappropriate or otherwise violate the Intellectual Property of any third party;
- (c) the Deliverables are not or will not be subject to any adverse claims, including without limitation, restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments;
- (d) Service Provider has the requisite rights and licenses to fully comply with Section 6 (Intellectual Property) of this Agreement;
- (e) Service Provider has not taken any action which will have the direct or indirect effect of any Work Product being deemed Publicly Available Software. "Publicly Available Software" shall mean any software that requires as a condition of use, modification and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software (i) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making derivative works, or (iii) be redistributable at no charge; and
- (f) Service Provider shall comply with all applicable state, federal and local laws and regulations in the performance of Services and provision of the Deliverables under this Agreement, and shall notify Bytemod immediately if Service Provider becomes the subject of a government audit or investigation.

Section 8. INSURANCE

- 8.1 Insurance. Service Provider shall carry commercial general liability and, if applicable, worker's compensation insurance as required by law, together with employer's liability insurance coverage and professional errors and omissions liability insurance coverage. Service Provider shall furnish a certificate of insurance evidencing the commercial general liability insurance policy limits, including premises liability, completed operations/products, if applicable, and contractual liability not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, death and property damage liability and Two Million Dollars (\$2,000,000) in the aggregate. Service Provider shall also furnish a certificate of insurance evidencing professional errors and omissions liability insurance limits of not less than (i) One Million Dollars (\$1,000,000) per claim and (ii) Two Million Dollars (\$2,000,000) in the aggregate. All such insurance shall not be cancelled or materially reduced without thirty (30) days prior written notice to Bytemod. In no event shall the limits of any policy be considered as limiting the liability of Service Provider under this Agreement.

Section 9. INDEMNIFICATION

9.1 Indemnification. Service Provider shall fully indemnify, defend and hold harmless Bytemod, its Affiliates, and their officers, directors, employees, agents, successors and assigns ("Bytemod Indemnitees") from and against any and all claims, damages, liabilities, losses, and expenses (including any and all attorney fees, expenses and costs) incurred by or asserted against any Bytemod Indemnatee of whatever kind or nature due to (a) a breach or alleged breach by Service Provider of any obligation, representation or warranty in this Agreement, or (b) negligent or willful acts of Service Provider or Personnel. Bytemod shall promptly notify Service Provider of any such claims, suits and actions, and upon request, provide reasonable assistance to Service Provider. Service Provider shall not enter into any settlement or compromise related thereto that contains an admission on the part of Bytemod or otherwise negatively impacts Bytemod in any manner without the prior written consent of Bytemod.

9.2 LIMITS OF LIABILITY. IN NO EVENT SHALL BYTEMOD BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS OF SERVICE PROVIDER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, OR LOSS OR INACCURACY OF DATA OF ANY KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF BYTEMOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. IN NO EVENT SHALL BYTEMOD'S TOTAL CUMULATIVE LIABILITY OF EACH AND EVERY KIND UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID TO SERVICE PROVIDER FOR SERVICES PERFORMED IN ACCORDANCE WITH THE APPLICABLE SOW. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

Section 10. TERM AND TERMINATION

10.1 Term. This Agreement shall commence on the Effective Date and shall continue until the earlier of the completion of the Services under all SOWs or one (1) year from the Effective Date ("**Term**") unless earlier terminated as provided below, provided that, unless otherwise indicated by Bytemod, SOWs still in effect as of the termination of the Agreement shall remain in effect after such termination, subject to the terms and conditions of this Agreement, until termination of each such SOW as provided therein. This Agreement may be extended for successive one (1) year periods upon the mutual written agreement of the parties.

10.2 Termination. Bytemod may at its sole discretion terminate all or any part of this Agreement or SOW hereunder at any time. Bytemod will provide written notice and Service Provider shall be entitled to its costs already incurred in the performance of the Services. Any

termination claim by Service Provider must be submitted within thirty (30) days after the effective date of termination. Bytemod may also terminate this Agreement immediately at its sole discretion upon written notification to Service Provider of Service Provider's material breach of any other provision of this Agreement or if Service Provider makes an assignment for the benefit of its creditors, is declared insolvent, or has a receiver or trustee in bankruptcy appointed to take charge of all or part of Service Provider's property.

- 10.3 Consequences of Termination. Upon termination of this Agreement, Service Provider shall (a) deliver to Bytemod all Work Product, including work in process, developed under this Agreement up to the date of termination, (b) return all Bytemod property and Confidential Information in Service Provider's possession, and (c) submit a final invoice to Bytemod. Outstanding payment obligations and Sections 1, 3-9, 10.3, and 11 of this Agreement shall survive any termination of this Agreement.

Section 11. TERM AND TERMINATION

- 11.1 Governing Law. This Agreement will be construed and enforced in accordance with the internal substantive laws of the People's Republic of China (without regard to principles of conflicts of law that would result in the application of the laws of another jurisdiction).
- 11.2 Dispute Resolution. Any controversy, claim or dispute (including the determination of the scope or applicability of this agreement to arbitrate) between the Parties relating to or arising from or in connection with this Agreement (each, a "Dispute") shall be submitted to China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitration proceedings shall be conducted in Chinese. Any award made by the arbitral board shall be final and binding on each of the parties that were parties to the Dispute, and the prevailing party shall be entitled to its legal costs and expenses in any arbitration proceeding, including reasonable attorneys' fees, as part of such award. When any Dispute occurs and when any Dispute is under arbitration, except for the matters in Dispute, the Parties shall continue to fulfill their respective obligations, and shall be entitled to exercise their respective rights, under this Agreement. The Parties waive to the fullest extent permitted by law any rights to appeal, or to review of, any arbitration award issued in accordance with this Section. Notwithstanding the Parties' agreement to submit all Disputes to final and binding arbitration, Bytemod shall have the right to obtain temporary or preliminary injunctive relief in any competent court. THE PARTIES ACKNOWLEDGE AND AGREE THAT, BY AGREEING TO SUBMIT ALL DISPUTES TO BINDING ARBITRATION, ANY AND ALL SUCH DISPUTES WILL BE HEARD BY AN ARBITRATOR AND NOT A JURY AND, AS SUCH, THE PARTIES ARE HEREBY WAIVING ANY RIGHTS TO TRIAL BY JURY IN ANY DISPUTE BROUGHT BY EITHER PARTY AGAINST THE OTHER.
- 11.3 Entire Agreement. This Agreement and the Exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether

oral or written, relating such subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

- 11.4 Notice. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) one (1) day after being sent by overnight courier, charges prepaid. Notices to Bytemod shall be sent to the address first written above, or at such other address for which Bytemod gives notice hereunder. Notices to Service Provider shall be sent to the address first written above, or at such other address for which Service Provider gives notice hereunder. The parties may agree in a SOW to provide notice by email related to such SOW.
- 11.5 Assignment. This Agreement may not be assigned, in whole or in part, by Service Provider without the prior written consent of Bytemod. Any attempted assignment or delegation by Service Provider without such consent, except as expressly set forth herein, will be void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns.
- 11.6 Export. Service Provider shall comply with all United States, foreign and local laws and regulations including, without limitation, export control laws and regulations.
- 11.7 Waiver, Modification. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.
- 11.8 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.
- 11.9 Captions. Paragraph titles or captions contained herein are inserted only as a matter of convenience and for reference.
- 11.10 Drafter. No party will be deemed the drafter of this Agreement, and both parties acknowledge that they had sufficient time to have this Agreement reviewed by counsel and that this Agreement will be deemed to have been jointly prepared by the Parties. If this Agreement is ever construed, whether by a court or arbitrator, such court or arbitrator will not construe this Agreement, or any provision hereof, against any party as drafter.
- 11.11 Counterparts. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Bytemod Pte. Ltd

By: _____
Printed Name:
Title:



[SERVICE PROVIDER]


By: 
Printed Name: YOGITA CHAUDHARY
Title: Ms.

EXHIBIT A

STATEMENT OF WORK

NO. _____

This Statement of Work ("SOW") is entered into and made effective as of [07/03/2018] ("Effective Date") by and between Bytemod Pte. Ltd., a Singapore corporation located at 10 Anson Road #10-08 International Plaza Singapore ("Bytemod") and [Yogita Chawdhary], a [Country: India Passport No.: N6289960], contact address at [C301 SJR Brooklyn, ITPL Main Road, Kundalahalli Colony, Brookefield, Bengaluru, Karnataka, India 560037] ("Service Provider").

This SOW is governed by the terms and conditions of the Services Agreement between Bytemod and Service Provider with an Effective Date of [07/03/2018].

1. Term:

Unless terminated earlier as provided herein, the term of this SOW shall commence on the SOW Effective Date and shall expire on [07/03/2019].

2. Summary Description of Services:

The Services include:

[sticker designs and the output of PSD documents]

3. Detailed Description of Services:

The Services include:

[Party B shall provide the graphic design of the sticker to Party A and output the PSD document meeting the Party A's requirements.]

4. Specifications:

[4.1 Service Provider shall provide the deliverables which must be created by Service Provider and have not been public on any platform.

4.2 Party B shall provide design service to Party A. The content and quality of service shall be subject to Party A. Party B shall provide Party A with the services stipulated in this agreement on time and in accordance with the contract. Specific requirements of each service, service standards, the amount of the cost of the two sides signed a "confirmation form" shall prevail.

4.3 Party A's business conditions change or Party B can not provide the service content as agreed, Party B agrees that Party A has the right to adjust the specific service content of Party B according to the need. If Party A needs to terminate this Agreement due to the above reasons, Party B will be notified in advance.]

5. Project Schedule:

[After Party A requests for Party B, Party B will finish the design within one week or other time agreed upon by both parties.]

6. Deliverables

[The delivery of services include a PSD document, it should be provided by Party B to the designated E-mail address of Party A.]

7. Acceptance Criteria and Procedures:

[After Party B completes the work, Party A proposes modification opinions according to the work, and Party B modifies it according to the opinions. Upon completion, it will output the finished work as required and submit it to the designated mailbox of Party A. Party A completes the inspection after being verified.]

8. Location of Performance:

Services shall be primarily performed at [LemoCam APP].

9. Project Managers:

Bytemod:

Name: Hong Shenglan

Email: hongshenglan@bytedance.com

Address:

Service Provider:

Name: Yogita Chawdhary

Email: artwork@yogitac.com

Address: C301 SJR Brooklyn, ITPL Main Road, Kundalahalli Colony, Brookefield, Bengaluru, Karnataka, India 560037

10. Reporting:

Service Provider shall prepare written reports for Bytemod on an as requested basis during the course of this SOW. Such reports shall be sent to the Bytemod Project Manager via facsimile, email, or hardcopy sent to the address in listed in Section 9 of this SOW.

11. Fees and Payment Schedule:

In consideration of Services to be furnished by Service Provider, Bytemod will pay to Service Provider the amount of \$[30] ("Fees") in consideration of Services to be furnished by Service Provider. Bytemod shall make payment to Service Provider within 30 days after Bytemod confirm Service Provider a) has provide the fully executed coopy of this agreement; b) provide the Services are approved and satisfied by Bytemod; and c) has full and complete execute for all Services rendered and obligations under this agreement. In no event shall the amount paid to Service Provider exceed the Fees stated in this paragraph. Unless otherwise expressly stated herein or in the Agreement, Service Provider assumes all risks associated with any cost overruns.

Service Provider shall obtain approval from Bytemod prior to incurring travel expenses that Service Provider requests be reimbursed. If approved, Bytemod shall reimburse Service Provider for such travel expenses provided that Service Provider provide Bytemod with an itemized description of expenses claimed and receipts for such expenses.

All payments under this agreement shall be payable in US dollar via wire transfer to the following bank account:

Bank Name: [ICICI Bank]

Branch Name: [INFOSYS MYSORE KARNATAKA]

Bank Address: [No. 350 Hebbal Industrial Area Hootagalli Mysore Karnataka 570081]

Account Name: [YOGITA CHAUDHARY]

Account Number: [055801564942]

Swift Code: [ICICINBB002]

Telephone No.: [+91-9599170085]

12. Retained Rights and Third Party Materials Disclosure:

The following is a list of all Retained Rights and third party materials that Service Provider intends to incorporate in Work Product in performing under the applicable SOW (or "N/A" if none): [_____]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the date first above written.

Bytemod Pte. Ltd.

[SERVICE PROVIDER]

By: _____
Printed Name:
Title:



By: Yogita Chaudhary
Printed Name: YOGITA CHAUDHARY
Title: Ms.

