

## AGREEMENT FOR CONSULTANCY SERVICES

This Agreement for **Consultancy Services** (the Agreement) entered on **6 Oct 2021**

### BY AND BETWEEN

**Home Interior Designs E - Commerce Pvt Ltd** a company having its registered office at Survey No. 58, 7, Outer Ring Rd, Devarabisanahalli, Bellandur, Bengaluru, Karnataka 560103 (hereinafter referred to as "LS" or "the Company")c

**Suhas M** (hereinafter referred to as "the Consultant") Bangalore.

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Terms & conditions of the agreement are listed below:

The agreement is effective **7 Oct 2021**, for a period up to **3 Months** from the date of the agreement. The agreement is meant for consulting service by the Consultant as "**HR Coordinator**" wherein the Consultant is willing to provide his/her Consultancy Services to the Company and the Company is desirous to have the Consultant's services for administration and operations related services for the office operation and execution of projects undertaken by the Company

1. The Consultant shall ensure that the Project work assigned to him/her by the Company from time to time is completed within the specified time, time being the essence of the Contract. In the event the Consultant is unable to provide the Services for the required hours in a particular month/week, the same may be compensated for by the Consultant in the succeeding week(s)/month(s), provided that the Consultant seeks prior written approval of the Company's authorized representative/ the Reporting Executive. However in no event the Consultant shall cause any delay in completion of the Project.

The Consultant shall report to **Aravind D.**

2. The Consultant shall not, during the term of his/her appointment with the Company, render similar services to any competitor of the Company.
3. During the term of the Consultant's appointment with the Company, the Consultant shall neither give nor accept any gifts or favours from any source within or outside the Company, in connection with or in relation to his/her association with the Company. The Company values honesty of intent and purpose in all the business transaction with the Customer, Supplies, Government Agencies, Employees, Consultant, Public Bodies, Media, etc.
4. The Consultant shall not engage in activities, paid or unpaid, that would be in contravention to the successful fulfilment of his/her obligations as envisaged in this Agreement. The Consultant shall



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CIN: U52390KA2014PTC074986

ensure that she seeks prior written approval of the Company (his Reporting Authority) before entering into any other commercial activity/s with the third party.

5. The Consultant is acting, in performance of this Agreement, as an independent contractor and shall not in any manner deemed to be agent or employee of the Company.
6. The total consideration payable to the Consultant pursuant to this Agreement is a sum of **INR 15,000/- (Rupees fifteen thousand only)** as monthly retainer fee.
7. The Company shall not liable to pay any additional expenses to the Consultant incurred by him except travel and other expenses expressly approved and agreed by the Company in writing.
8. The acceptance of his/her appointment by the Consultant shall deem to be his/her acceptance to the policies of the Company.
9. The Consultant shall raise invoice on the Company by every 30<sup>th</sup> of each month in respect of Services provided in terms of this Agreement and the Company shall pay the Consultancy fees within 15 days from the date of receipt of such invoice. The invoice shall also include details of any approved expenditure to be reimbursed by the Company. Any tax applicable on the Consultancy fee, existing or new, levied by any taxing authorities, including Service tax shall be the exclusive and sole responsibility of the Consultant.
10. During the tenure of the agreement and for a period of 6 months post termination of agreement, consultant shall not take up any employment or assignment with or without consideration with any entity, body or person which is in direct competition with the business of the Company
11. Either party can terminate this Agreement without assigning any reason whatsoever, by giving Fifteen (15) days' notice. However, the Consultant shall ensure that all assignments entrusted to him/her by the Company, are completed before the effective date of termination. This Agreement may be terminated, with immediate effect, by the Company in the event of any breach of the terms of this Agreement by the Consultant or any gross misconduct or any act or omission of the Consultant materially affecting completion of any of its projects.
12. This Agreement shall be governed and construed in accordance with the laws of Bangalore, India and the courts in Bangalore, India shall have exclusive jurisdiction.

The acceptance of this appointment by the Consultant shall be deemed to be his/her acceptance to the Policies of the Company.

## **CONFIDENTIALITY**

The Consultant shall not, during the term of his/her appointment with the Company, render similar services to any competitor of the Company.

The Consultant acknowledges that she will acquire information and materials from the Company and knowledge about the business, products, programming techniques, experimental work, customers, clients and suppliers of the Company and that all such knowledge, information and materials acquired, the existence, terms and conditions of this Agreement, and the Designs and Materials, are and will be the trade secrets and confidential and proprietary information of the Company.

“Confidential Information” means written and verbally communicated information which by (i) its inherent nature, (ii) the circumstances of its disclosure, or (iii) its markings or legends, the Consultant should reasonably understand to be proprietary and confidential to the Company. Without in anyway limiting the generality of the foregoing definition, Confidential information shall include any information that may relate to Company's business, financials, and .or have commercial or other value to the Company or and is confidential or proprietary in nature, whether explicitly designated as such or not, including but not limited to concepts and techniques, formulas, specifications, research, development, data, database, software design and architecture, interior designs, drawings, plans, master plans, design briefs, computer programs, source code, object code, flow charts, photographs, information related to

the Company's affiliates, clients, their business details, data, drawings, designs, technical, business and financial information, supplier and product development plans or information, schedules, forecasts, strategies, marketing plans, techniques, and materials but does not include:

- A. Information that is proven to be already known by the receiving party at the time of disclosure;
- B. Information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement or its obligations to a third party;
- C. Information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis; and
- D. Information that can be documented as independently developed by the receiving party without use of any portion of the disclosing party's Confidential Information.

During the Term and thereafter, the Consultant may:

- A. Use and reproduce the Confidential Information received from the Disclosing Party only as required to execute its obligations or exercise its rights under this Agreement;
- B. Take appropriate steps to otherwise prohibit the disclosure of the Confidential Information and to comply with the stipulated laws that are applicable to the Confidential Information, which steps shall in no event be less than reasonable efforts; and
- C. Disclose Confidential Information as required by law; provided, the Consultant gives the Company reasonable notice prior to such disclosure (when feasible) to allow the Company to try and obtain a protective order or otherwise protect the confidentiality of such information. Except as otherwise specifically provided in this Agreement, the Consultant **SHALL NOT** during the Term and after expiration or earlier termination hereof:
  - A. Disclose, in whole or in part, any Confidential Information received directly or indirectly from the Company or from the Company's Client to any third party; or
  - B. Sell, , transfer, encumber, pledge, reproduce, publish, transmit, translate, modify, reverse engineer, compile, disassemble, reconfigure, market, distribute or otherwise use the Confidential Information in whole or in part.
  - C. The Consultant shall exercise the same care in preventing unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, but in no event less than reasonable care.

The Consultant acknowledges that:

- A. The Company possesses and will continue to possess Confidential Information that has been created, discovered or developed by or on behalf of the Company, or otherwise provided to the Company by third parties, which information has substantial commercial value and is not in the public domain;
- B. Unauthorized use or disclosure of Confidential Information is likely to cause injury not readily measurable in monetary damages, and therefore irreparable;
- C. In the event of an unauthorized use or disclosure of Confidential Information, the Company shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction;
- D. Subject to the rights expressly granted to the Consultant in this Agreement, the Company retains all right, title and interest in and to the Confidential Information and

Except as is otherwise set forth in this Agreement, immediately upon the Company's request, and at the expiration or earlier termination of this Agreement, the Consultant shall:

- A. Return all Confidential Information, including, without limitation, all originals, copies, reproductions and summaries of Confidential Information; and
- B. If desired/instructed by the Company shall destroy all copies of Confidential Information in its possession, power or control, which are present on magnetic media, optical disk, volatile memory or other storage device, in a manner that assures that Confidential Information is rendered unrecoverable.

## **NON SOLICITATION**

During the term of this Agreement and for a period of one (1) years following the termination of this Agreement, the Consultant shall, without prior written consent of the Company, directly or indirectly employ, engage the services of or solicit any employee of the Company.

The Consultant represents and warrants that he/she shall not entice, solicit or in any manner directly or indirectly approach or transact or engage the Client/s of the Company with whom the Consultant is / was associated with as a result of this Agreement, either during the term of this Agreement or until one (1) years of the expiry or termination of the Agreement as the case may be.

## **INTELLECTUAL PROPERTY RIGHTS**

The Consultant is aware that Company's trade names, logos, trademarks are properties of the Company and the Consultant shall not be entitled to any ownership or any other right on the Company's Intellectual Property Rights (herein after referred to as IPR) and shall undertake not to put the Company's IPR to any use in breach of this Agreement in any manner. The Consultant shall not, during the term of his/her appointment with the Company, render similar services to any competitor of the Company.

All design, drawings, plans, documentation, enhancement, revisions, updates, upgrades, modifications and derivative works thereto, including but not limiting to, all other items developed, designed or created by the Consultant under this Agreement, shall be the proprietary to the Company and all copyrights, patent and other intellectual property rights therein shall be owned and be the property of the Company. The Consultant shall not use it, disclose or allow the use of it by any third party nor shall have any claim or right whatsoever therein.

The Consultant shall not have any right to use, in any manner whatsoever, any IPR, in part or in full (i.e. copyright/trade name/label mark/trademark etc.) belonging to the Company, whether registered or not. At the time of termination of this Agreement you shall return all material as well as information in respect of intellectual property rights of the Company and shall not use it further for any other company or for your personal purpose.

The Consultant agrees to defend, indemnify and hold harmless the Company and its Affiliates, and all of their respective officers, directors, agents and employees from and against any and all third-party suits, proceedings, claims, liabilities, actions, judgments, costs, and expenses and reasonable attorneys fees (collectively "Claims"), to the extent arising out of his/her act and/or omissions or related to Consultant's misconduct/negligence in rendering the Services and/or during the term of the consultancy under this Agreement. The Company shall not be liable to the Consultant for any loss, damage, cost or expense of any kind whatsoever and however caused to the Consultant, whether arising under contract, tort (including negligence or breach of statutory duty) or otherwise.

The Consultant shall indemnify and keep the Company indemnified and harmless against all claims by any third party for loss, damage, expenses or infringement of the third party's Intellectual Property Right, arising as a result of the usage or sale of any software, design or application, including but not limiting to, documentation, enhancement, revisions, updates, upgrades, modifications and derivative works thereto, Custom Programming and all other items developed, designed or created by the Consultant under this Agreement.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed by their respective authorized official.

**For Home Interior Designs E - Commerce Pvt Ltd.**

**Name: Joyita Poddar**

**Name : Suhas M**

**Designation: CHRO**

**Date: 6 Oct 2021**

**Date: 6 Oct 2021**

**Place: Bengaluru**

**Place: Bangalore.**

**Signature:**

A circular stamp with text around the perimeter and a handwritten signature in blue ink across the center.

**Signature:**