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CONSULTANCY SERVICES AGREEMENT

THIS CONSULTANCY SERVICES AGREEMENT (“**Agreement**”) is made between **NDNYA Business Solutions Private Limited**, a company formed as per the provisions of the Companies Act, 2013 and having CIN U74999MH2018PTC305579 and having its registered address at F N.745, A3 7th Fl Rajyasarthi Jeevdani AronodayaNagar Veer Savarkar Marg Mulund MUMBAI Mumbai City MH 400081 (*hereinafter referred to as the “**Company**”*), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns; and you (*hereinafter referred to as the “**Consultant**”*).

Company and Consultant shall hereinafter collectively be referred to as ‘**Parties**’ and severally as a ‘**Party**’.

WHEREAS

- A. The Company is the proprietor of the website www.faroce.com (“**Website**”);
- B. The Website consists of an online directory of consultants, mentors and subjects experts, and acts as an online aggregator technology platform to assist the Website users for availing different types of advisory and consultancy services (“**Services**”) through such consultants, mentors and subjects experts;
- C. The Consultant is a skilled and an experienced expert in the area of rendering the said Services which can be availed by the Website users through the Website;
- D. Accordingly, the Consultant wishes to be empaneled with the Website to offer the said Services to the Website users who may want to avail the same; and
- E. The Parties now agree that the relationship between them shall be as set out in this Agreement.

NOW THEREFORE, in consideration of, and for the mutual promises and covenants contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. SERVICES

- 1.1 During the Term hereof, the Consultant shall render the following services to the Company:
 - (a) conducting meetings with the Company representatives either in person and/or through phone calls and/or through emails and/or through web conferences or other written communications from time to time as agreed mutually between the Parties;
 - (b) promptly replying to queries posted on the Website by the Website users and which are received either directly by the Company or directed/re-

directed by the Company to the Consultant, and in no event will the time to reply to any such query exceed 72 (seventy two) hours;

- (c) providing feedback to the Company about ways to improvise the Website and services offered from it;
 - (d) attending meetings physically and through web and tele conference with the Website users as pre-decided with the Company/Website user (under intimation to the Company) to discuss the queries/issues/problems faced by the Website users and to guide them and endeavour to resolve their query to the best of his ability; and
 - (e) providing feedback and update to the Company about the aforesaid meetings with the Website users through feedback forms provided by the Company.
- (collectively, the “**Services**”).

- 1.2 The Consultant hereby agrees that in case of any communication between the Consultant and the Website user gets interrupted for any technical failure/issue while rendering the Services as envisaged under Clause 1.1(d) above, the Consultant agrees to redo the remaining (interrupted) meeting/session at no additional cost to the Company and that the Consultant will be paid only for the completed minutes of the said meeting/session.
- 1.3 The Consultant hereby agrees that nothing in this Agreement shall create or impose any obligation upon the Company to request or receive the Services from the Consultant.
- 1.4 Neither the Company nor the Website user shall at any time be obliged to implement or act on any information, suggestion, advice or guidance given by the Consultant as part of the Services.
- 1.5 This Agreement shall not preclude the Company from entering into agreements with third parties for availing services similar to the Services contemplated herein and upon such terms as it may deem fit.

2. PAYMENT AND BILLING

- 2.1. The Parties hereby agree that the Consultant shall render the Services listed under point nos. 1.1(a), 1.1(b), 1.1(c) and 1.1(e) above without levying any fee of whatsoever nature; however, for rendering Services listed under point no. 1.1(d) above, the Consultant shall levy the consultancy fee as pre-agreed in writing with the Company. Applicable taxes will be in addition.
- 2.2. It is hereby expressly clarified that should at any point of time the Consultant requests for revising the consultancy fee as mentioned in Clause 2.1 above, the Consultant shall first communicate such request to the Company in writing at least 15 (fifteen) days in advance and the Parties shall mutually decide and agree on such revised fee in writing.

- 2.3. It is further hereby agreed by the Parties that the time, place, date, venue and duration of the meeting between the Consultant and the Website user will be conveyed by the Company to the Consultant at least 5 days in advance prior to the meeting date. In case the Consultant is not available during such date or wants to cancel or reschedule such meeting, then the Consultant shall communicate the same to the Company within 48 (Forty Eight) hours from receipt of meeting request intimation from the Company. After providing such confirmation to attend the meeting with the Website user, if the Consultant fails to attend such meeting for any reason whatsoever, except in case of death or accident, then the Consultant hereby agrees that the Consultant will be liable to pay the Company at least 25% (twenty five) penalty from the Consultant consultancy fees as per Clause 2.1 above for the deficiency/default in rendering of the Services. Should there be 3 (three) or more such deficiencies/defaults in a calendar year on part of the Consultant, the Company shall have the right to terminate this Agreement forthwith without any obligation of payment of whatsoever nature to the Consultant. However nothing in this Clause 2.3 shall absolve the liability of the Consultant to pay the applicable amount of penalty as agreed herein.
- 2.4. The Consultant hereby agrees that all billing for the Services rendered as listed under point no. 1.1(d) above shall be done by the Company to the Website user. Within 15 (fifteen) days from the receipt of the said amount from the Website user, the Company shall remit the applicable and agreed consultancy fee to the Consultant into the Consultant's designated bank account as provided by the Consultant to the Company.

3. ROLE AND OBLIGATIONS OF PARTIES

- 3.1. Role and Obligations of the Company: The Company shall:
- (a) Monitor and evaluate the Services rendered by the Consultant from time to time;
 - (b) Provide feedback to the Consultant for the Services rendered, if deemed necessary; and
 - (c) Pay the consultancy fee due to the Consultant as per Clause 2.1 above.
- 3.2. Role and Obligations of the Consultant: The Consultant shall:
- (a) provide complete, true and accurate personal details as well as of the achievements to the Company before being empanelled/registered with the Company/Website as well as keep the same updated at all times and the Company will not be responsible for any claim arising out of it. The Consultant hereby agrees that the Company will have the right to verify such details at any given point of time without seeking the Consultant's prior permission;
 - (b) provide/perform the Services in a skillful, professional and prudent manner and as per the terms and conditions, if any, stipulated by the Company and be solely liable and responsible for any claim arising from

the Website user or from any third party with respect to the Services rendered by the Consultant without any liability on the Company or its directors, officers and consultants;

- (c) Always act in an ethical manner and with integrity while dealing with the Company and Website users and be honest and provide constructive advise/feedback to them;
- (d) not malign or make any attempt to malign the image of the Company, whether by conduct or otherwise;
- (e) not for the Term hereof, directly or indirectly, whether for profit or otherwise, undertake, provide, render, market, promote or offer any services similar to the Services to any other third party competitive platform or website similar to the Website, unless the Consultant obtains prior written permission from the Company;
- (f) make himself/herself available at pre-decided time, place, date, venue and duration for attending the meeting with the Website users to perform the Services as per Clause 1.1(d) above;
- (g) while rendering the Services the Consultant shall not disclose or share any confidential or proprietary information of the Company or his/her employer (if applicable) to Website users or to any third party;
- (h) keep discussions with Website users confidential and not share the same with any third party except with the Company, in case requested by the Company to assess the nature of discussions held and for improving the Website offerings;
- (i) pay the penalty amount in case of default in terms of Clause 2.3 above;
- (j) not do or cause to be done any act, deed or thing that would tarnish the goodwill in the Website or Company's brand and trademarks or affect its registration;
- (k) not for the Term hereof as well as thereafter, solicit any employee of the Company or any Website user and failure to abide by the same shall be constituted as a material breach of this Agreement by the Consultant and accordingly the Company shall have the right to terminate the Agreement forthwith apart from claiming other remedies that may be available to it under law or in equity;
- (l) not to provide any advice or service other than the Services or falling outside the scope of the Services to Website users or any clients introduced by the Company to the Consultant, unless prior written permission of the Company has been obtained;
- (m) where the Consultant is an employee and is under an employment obligation/contract with any third party/employer, the Consultant shall first obtain prior written permission from such third party/employer, and the Company will not be liable for any kind of direct or indirect loss or damage to the Consultant or to such third party/employer, whether arising out of failure to abide by this clause or otherwise; and
- (n) the Consultant shall not, directly or indirectly, promote, market, distribute or sell any of his/her own products or services to any Website user, and if any such event taking place, the Company shall have the right, apart from

claiming other remedies that may be available to it under law or in equity, to immediately terminate this Agreement.

4. INTELLECTUAL PROPERTY

- 4.1. The Consultant hereby acknowledges that the Company is the absolute owner/proprietor of the Website and its brands/trademarks and has all the right, title and interest therein, including all intellectual property rights thereto, and that the Consultant's right to use the same post the Effective Date of these presents and for the Term hereof is limited and derived solely from this Agreement and shall lapse forthwith upon the expiry or termination of this Agreement for any reason whatsoever. The Consultant hereby further acknowledges that the Consultant shall not acquire any rights of ownership whatsoever in the said Website and brands/trademarks as a result of any permitted use thereof.
- 4.2. The Consultant shall promptly notify the Company of any violation or infringement, unlawful use or misuse of the Company's trademarks, which comes to the Consultant's attention.
- 4.3. The Consultant hereby agrees that the Company shall have the right to record in any mode, media and format all correspondence/communication between the Consultant and the Website users, including the right to use, publish, store, archive and/or republish it on the Website without any further consultancy fee to be paid to the Consultant.
- 4.4. The Consultant hereby agrees that any and all feedback and testimonials obtained by the Company from the Website users and Consultants shall be the sole intellectual property of the Company and the Company shall be entitled to use, adopt, publish, store and republish the same for marketing and promotion purposes as well as use the same for archival, research and analytical purposes.

5. CONFIDENTIALITY

- 5.1. All Confidential Information disclosed or to be disclosed by a Party ("**disclosing party**") to the other Party ("**receiving party**") in connection with this Agreement or any of the transactions contemplated hereunder, shall be kept strictly confidential and shall not be disclosed or used otherwise than in connection with the transactions contemplated by this Agreement, except:
 - (a) to the extent that it was lawfully in the possession of the receiving party when received by it;
 - (b) to the extent that it is obtained by the receiving party from other sources without any duty as to confidentiality or non-use;
 - (c) to the extent such information is generally available to the public when received by the receiving party or thereafter becomes generally available to the public through no fault of the receiving party;

- (d) to the extent such duty as to confidentiality and non-use is waived by the disclosing party;
- (e) as may be required by any governmental authority or by any regulations or rules of a governmental authority to which the receiving party is subject; or
- (f) as may be required by way of any court order.

5.2. The obligations as to confidentiality and non-use shall survive termination of this Agreement. Upon termination, the receiving party shall use his best efforts to return to the Company all documents (and all reproductions and copies thereof) that have been received from the Company or that include information not within the exceptions contained in Clause 5.1; provided however that such obligation to return documents shall not be construed to prohibit the receiving party from retaining copies of documents and information reasonably necessary to enable the receiving party to respond to or comply with the requirements of applicable law.

6. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 6.1. Each Party hereby represents and warrants that it has the right to enter into this Agreement; has the ability to perform all of its obligations hereunder; and will not do any act which would violate this Agreement.
- 6.2. Each Party hereby represents and warrants that the execution and delivery of this Agreement and the promises, agreements or undertakings of such Party under this Agreement do not: (a) violate any applicable law, or agreements or any other instruments which the Parties have executed, or (b) violate or contravene the provisions of or constitute a default under any documents, or contracts, which are applicable to them.
- 6.3. The Consultant hereby represents and warrants that the Consultant will not do any act which would bring disrepute to the Company or to the Website user.
- 6.4. The Consultant hereby represents and warrants that the Consultant will at all times abide by applicable laws and will not breach any of the provisions of this Agreement and that the Consultant shall further at all times ensure strict compliance of his/her obligations as per Clause 3.2 hereof.

7. INDEMNITY

- 7.1. Each Party, at its expense, shall defend and indemnify, and save and hold the other Party, harmless from and against any and all liabilities, claims, causes of action, suits, damages and expenses, including reasonable attorneys' fees and expenses, for which such other Party becomes liable, or may incur or be compelled to pay by reason of a Party's breach of the terms of this Agreement.

- 7.2. Further, the Consultant, at his/her expense, shall defend and indemnify, and save and hold the Company and its directors, employees and consultants, harmless from and against any and all liabilities, claims, causes of action, suits, damages and expenses, including reasonable attorneys' fees and expenses, for which Company becomes liable, or may incur or be compelled to pay by reason of Consultant's rendering of the Services, including any claim from any Website user or any third party or the Consultant's employer/third party (if applicable).

8. TERM

The term of this Agreement (“**Term**”) shall commence from the Effective Date and shall continue in force and effect until the profile of the Consultant is listed on the Website. The Company shall have the right to delist the profile of the Consultant from the Website, whether with or without any prior notice/intimation thereof to the Consultant. However if the Consultant wants to delist its profile from the Website then the Consultant shall provide 15 (fifteen) calendar days prior notice to the Company thereof. The Parties may mutually agree to renew the Term hereof in writing for such period/s as they may mutually deem fit.

9. TERMINATION

- 9.1. Both Parties shall mutually terminate this Agreement at any time as they may mutually deem fit in writing.
- 9.2. Both Parties shall each be entitled to terminate this Agreement at any time by issuing 30 (thirty) days' notice in writing to the other Party. Upon termination:
- (a) All rights of the Company in this Agreement shall automatically and immediately cease subject however that any obligation pertaining to payment of any undisputed pending consultancy fee to be paid to the Consultant shall survive until the effective date of termination; and
 - (b) All obligations of the Consultant in this Agreement shall automatically and immediately cease subject however that any obligation towards rendering of pending Services shall be rendered by the Consultant and shall survive until the effective date of termination.
- 9.3. This Agreement will automatically and forthwith cease in the following circumstances:
- (a) upon death or permanent incapability of the Consultant; or
 - (b) upon dissolution, bankruptcy, insolvency or winding-up of the Company.
- 9.4. The Company shall have the right to terminate this Agreement without prejudice to any rights which it may have, whether under the provisions of this Agreement, in law, in equity or otherwise, upon written notice if the Consultant commits any breach, material or otherwise, of this Agreement and if such breach remains uncured within the cure period as may be provided by the Company.

9.5. Upon termination of this Agreement in any manner provided herein, the Consultant will cease and desist from any and all uses of the Company's confidential information and trademarks in any way whatsoever or portraying himself to be associated with the Company.

10. MISCELLANEOUS

10.1. **Notices:** Unless otherwise provided herein, all notices or other communications to be given shall be made in writing and by letter and shall be deemed to be duly given or made, when personally delivered or sent through registered prepaid post at the address mentioned in the preamble of this Agreement.

10.2. **No Assignment:** The Consultant shall not assign, transfer or otherwise convey any of his/her rights or obligations under this Agreement without Company's prior written consent.

10.3. **Entire Agreement:** This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral.

10.4. **Captions:** The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

10.5. **No Amendments:** No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by both the Parties to this Agreement.

10.6. **Survival:** Termination of this Agreement shall not affect those provisions hereof that by their nature are intended to survive such termination.

10.7. **Waiver:** No waiver of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or of any other term, provision or condition of this Agreement.

10.8. **Independent Parties:** The Parties acknowledge and agree that they are dealing with each other hereunder as independent parties. Nothing contained in the Agreement shall be interpreted as constituting either Party as the joint venture or partner or agent or employee of the other Party or as conferring upon either Party the power of authority to bind the other Party in any transaction with third parties.

10.9. **Severability:** If any term, paragraph or provision of this Agreement shall be held to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, paragraph or provision thereof, and such invalid term, paragraph or provision shall be deemed to have been deleted from this Agreement.

- 10.10. **Governing Law and Jurisdiction:** This Agreement shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings to enforce this Agreement. The Parties irrevocably submit to the exclusive jurisdiction of any competent courts situated at Mumbai and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
- 10.11. **Changes in Law:** In case of any change in applicable laws that has an adverse effect on the terms of this Agreement, the Parties agree that the Agreement would be reviewed, and if deemed necessary by the Parties, renegotiated in good faith.