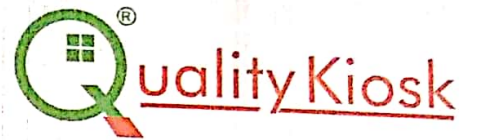


Privileged and Confidential



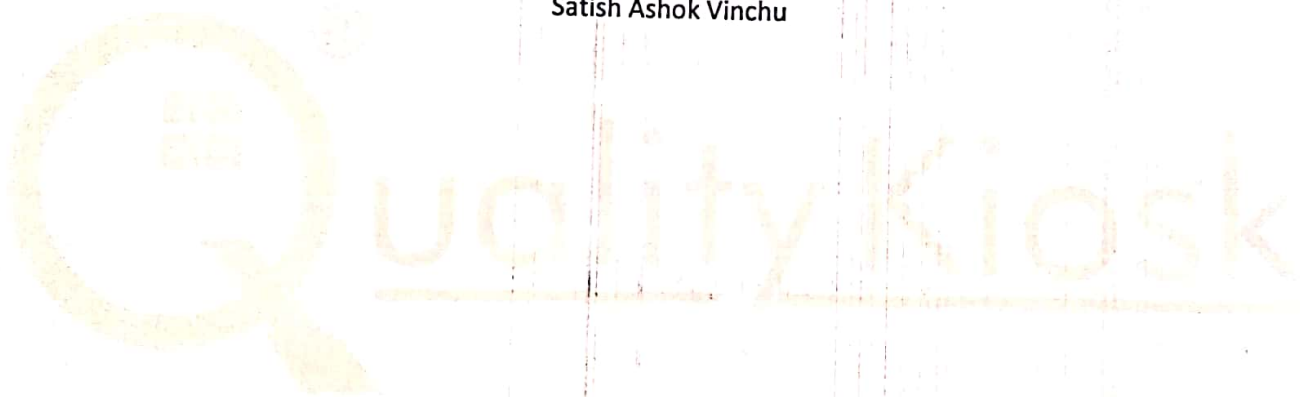
CONSULTANT AGREEMENT

BETWEEN

QualityKiosk Technologies Pvt. Ltd

AND

Satish Ashok Vinchu



CONSULTANT AGREEMENT

This Consultant Agreement ("Agreement") is executed on 18th February, 2019 ("Effective Date") by and between:

QualityKiosk Technologies Pvt. Ltd., a company incorporated in India and having registered office at 419A Rupa Solitaire, Sector 1 Millennium Business Park, Mahape, Navi Mumbai (hereinafter referred to as the "Company", which context shall unless otherwise required, mean and include its affiliates and group companies, subsidiary or holding companies, successors and permitted assigns.)

AND

Satish Ashok Vinchu, residing at AT/PO-Nimon, Tal- Sangamner, Ghuge Aakhada, Nimon, Ahmadnagar, Maharashtra-422611 (hereinafter referred to as the "Consultant").

The Company and the Consultant shall be individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

1. The Company is in the business of Software Testing and related services ("Business") and desires to retain the Consultant as its independent contractor to provide certain services to the Company and its clients.
2. The Consultant has represented and warranted to the Company that Consultant has requisite skills and expertise in the area of the Company's Business and is willing to perform such services, on the terms described below.

NOW THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows.

1. Scope of Services:

- a) Subject to the terms and conditions of this Agreement, the Company retains the Consultant to perform the services described in Annexure A during the Term of this Agreement (the "Services"). The scope of the Services may be amended by the Parties from time to time in writing and such written communication shall be considered as the amended Services under this Agreement.

For the purpose of this Agreement, "Affiliate" shall mean any corporation or non-corporate entity which controls, is controlled by, or is under common control with the Company. A corporation or non-corporate entity, as applicable, shall be regarded as in control of another corporation if it owns, or directly or indirectly controls, at least fifty percent (50%) of the voting stock of the other corporation or, in the absence of the ownership of at least fifty percent (50%) of the voting stock of a corporation or in the case of a non-corporate entity, if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such corporation or non-corporate entity, as applicable.

2. Nature of Relationship:

Consultant understands and agrees that the Consultant's relationship with the Company is that of an independent Consultant. The Company does not assert any control over the activities of Consultant in performing the Services necessary to accomplish the objective sought by the Company. Consultant, furthermore, retains full independence in exercising judgment as to the time, place and manner of performing Services needed by the Company.

The Company shall have no liability towards the Consultant or any governmental authority regarding withholding for taxes, unemployment compensation, Social Security, insurance, and any and all similar provisions now or hereafter imposed by any central or state governmental authority with respect to any payments made by the Company to Consultant.

3. Consideration:

- a) In consideration of the Consultant's performance of Services under this Agreement, the Consultant shall be entitled to a compensation as per the rates given in the Annexure B ("Fees"). The Fees shall be exclusive of all direct and indirect taxes, levies or charges which may be imposed on the Services, under any central, state or local tax authority with respect to the Consultant's performance of Services.
- b) Unless otherwise stated in this Agreement, the Consultant will provide timesheets for work performed on the Company's project on weekly basis which must be approved by the Company. Further, the Consultant shall raise invoices for payment of the Fees, once in a month.
- c) Payment of the undisputed invoices shall be made by the Company to the Consultant immediately upon receipt of an invoice by the Company.

4. Intellectual Property Rights:

- a) Parties agree that the Services performed under this Agreement and any Development (as defined below), to the greatest extent permitted by law, be treated a "work made for hire". All rights of ownership in all materials, products and work produced by the Consultant during the course of, and for the purpose of, performing the Services, including, but not limited to, data, discoveries, findings, reports, designs, inventions, improvements, methods, practices, techniques, developments, programs, systems, concepts, and ideas, whether or not patentable ("Developments") shall belong exclusively to and are assigned to the Company.
- b) The Consultant agrees to assist the Company to obtain patents or copyrights or confirm the assignment of the Developments, including disclosure of pertinent information, the execution of all applications, specifications, oaths and assignments, and any other instruments or actions which the Company deems necessary to apply for, assign or convey the sole and exclusive right, title and interest in the Developments.
- c) Without prejudice to the above, it is agreed that the Consultant shall own all right, title and interest in the intellectual property rights which may be used in the performance of this Agreement or any deliverable(s) that is wholly developed and owned by the Consultant prior to the Effective Date of this Agreement.

5. Confidentiality:

- a) "Confidential Information" shall mean any information disclosed by the Company to the Consultant, in any form including without limitation documents, business plans, source code, software, technical/ financial/ marketing/ customer/ business information, specifications, analysis, designs, drawings, data, computer programs, any information relating to personnel or Affiliates of the Company and include information disclosed by the Company and marked as confidential within ten (10) days of such disclosure.
- b) Confidential Information shall however, exclude any information which (i) is/ was publicly known or comes into public domain; (ii) is received by the Consultant from a third party, without breach of this Agreement; (iii) was already in the possession of the Consultant, without confidentiality restrictions, at the time of disclosure by the Company; (iv) independently developed by the Consultant without use of Confidential Information; (v) is required to be disclosed by the Consultant pursuant to any order or requirement from court, administrative or governmental agency, provided that the Consultant shall give the Company, a prompt written notice of such order or requirement and an opportunity to contest or seek an appropriate protective order.
- c) The Consultant shall not transfer, disclose, use, publish any Confidential Information to any person, corporation, agency or other entity, without the prior written consent of the Company.
- d) The Consultant shall promptly return all Confidential Information or copies thereof which are in its possession to the Consultant on demand or shall destroy the same in the manner so specified by the Company.

6. Compliance with rules and regulations

The Consultant shall ensure absolute compliance with the following:

- a) The Consultant shall ensure compliance of all applicable laws, rules and regulations from time to time.
- b) The Consultant shall abide by the rules, regulations and policies of the Company applicable, from time to time, including but not limited to the Code of Ethics, Information Security Policies, etc.

7. Term and Termination

- a) This Agreement shall come into force from the Effective Date specified hereinabove and will continue until terminated by the Parties in accordance with this Agreement ("Term").
- b) This Agreement may be terminated by either Party by giving sixty (60) days prior written notice to the other Party.
- c) Notwithstanding the above, the Company shall have the right to terminate this Agreement immediately on the occurrence of any of the following events:
 - i) If the Consultant defaults in the performance of its obligations under this Agreement and if such default is not corrected within fifteen (15) days after receipt of written notice from the Company;
 - ii) The Consultant's disobedience, insubordination, job abandonment, fraud, theft, or any material violation of the Company policies including, but not limited to, the Company's Code of Conduct.

- iii) The Consultant's conviction of or plea of guilty or no contest to a crime of dishonesty or theft during or prior to the Consultant's engagement by the Company.
- iv) Misrepresentation of any material facts.

8. Non-Compete and Non-Solicit:

The Consultant agrees that in consideration of the Consultant's engagement with the Company, and other good and valuable consideration, the receipt of which is hereby acknowledged, during the Term of this Agreement and for a period of two (2) years following the termination, the Consultant shall not, directly or indirectly:

- (i) own or operate a business in competition with the Business of the Company.
- (ii) solicit employment or business with a competitor or with any existing/prospective client (in any manner whatsoever);
- (iii) solicit employment of or advise any other employee of the Company to terminate his contract or relationship with the Company or accept any contract (directly or indirectly) or other arrangement for providing services to any other person or organization; or,
- (iv) contact any of the existing or prospective clients of the Company, to entice such clients away from the Company or to damage in any way their business relationship with Company.

9. Warranties and Limitation of Liabilities:

Consultant represents and warrants to the Company that:

- a) The Consultant's execution of and performance under this Agreement shall not breach any verbal or written agreement with any third party or any obligation owed by the Consultant to any third party to keep any information or materials in confidence or in trust or any undertaking not to compete with any third party;
- b) The Services to be performed by the Consultant under this Agreement shall be free from material errors, bugs, or other defects and if material errors, bugs or other defects are found, then the Consultant will fix the deficiency without charge to the Company.
- c) Any Developments shall be the original work of the Consultant and the services performed and Developments provided do not and shall not infringe, misappropriate or violate any intellectual property of any third party, and shall not be defamatory or obscene;
- d) The Consultant shall comply with all applicable laws and regulations;

To the fullest extent permitted by law, neither Party will be liable for any indirect, incidental, special or consequential damages (including lost profits, lost data, or loss of use) of the other Party arising out of this Agreement or any conduct in furtherance of the provisions or objectives of this Agreement, regardless of whether such damages are based on tort, warranty, contract or any other legal theory, even if advised of the possibility of such damages. Without prejudice to the foregoing, the Company's liability towards any direct damages (except in case of bodily injury or death) shall be restricted to the Fees paid to the Consultant in the six (6) months preceding the date on which the claim has aroused.

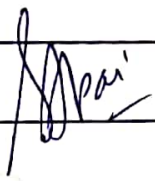
10. Indemnification:

The Consultant agrees to indemnify and hold harmless the Company from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with:

- (a) Misrepresentation of any material facts by the Consultant;
- (b) any negligent, reckless or intentionally wrongful act of the Consultant,
- (c) any breach by the Consultant of any of its obligations and covenants contained in this Agreement,
- (d) any failure of Consultant to perform the Services in accordance with all applicable laws, rules and regulations, or
- (e) any violation or claimed violation of a third party's intellectual property rights;
- (f) Any act of the Consultant resulting in tangible property damage, bodily injury or death.

11. Miscellaneous Provisions:

- a) **Notices:** Any and all notices, elections, offers, acceptances, and demands permitted or required to be made under this Agreement shall be in writing, signed by the person giving such notice, election, offer, acceptance, or demand and shall be delivered personally, or sent by registered, certified or electronic mail, to the Party, at its address on file with the other Party or at such other address as may be supplied in writing. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice, election, offer, acceptance, or demand.
- b) **Force Majeure:** If the performance of any part of this Agreement by either Party, or any obligation under this Agreement, is prevented, restricted, interfered with or delayed by reason of any cause beyond the reasonable control of the Party liable to perform, unless conclusive evidence to the contrary is provided, the Party so affected shall, on giving written notice to the other Party, be excused from such performance to the extent of such prevention, restriction, interference or delay, provided that the affected Party shall use its reasonable best efforts to avoid or remove such causes of non-performance and shall continue performance whenever such causes are removed. When such circumstances arise, the Parties shall discuss if any modification of the terms of this Agreement may be required in order to arrive at an equitable solution.
- c) **No Waiver:** The failure of any Party to insist on strict performance of a covenant hereunder or of any obligation hereunder shall not be a waiver of such Party's right to demand strict compliance therewith in the future. Nor shall the same be construed as a novation of this Agreement.
- d) **Counterparts:** This Agreement may be executed in multiple copies, including by facsimile or electronic transmission, each of which shall for all purposes constitute an Agreement, binding on the Parties, and each Party hereby covenants and agrees to execute all duplicates or replacement counterparts of this Agreement as may be required.
- a) **Governing Law and Dispute Resolution:** This Agreement shall be governed in accordance with laws of India. The Parties agree to negotiate (in good faith) to resolve any dispute between them regarding this Agreement. [If the disputes cannot be resolved by such negotiations, any dispute arising out of this Agreement shall be settled by arbitration in Mumbai, India in accordance with the Arbitration and Conciliation Act, 1996.
- b) **Severability:** In the event any provision, clause, sentence, phrase, or word hereof, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder hereof, or of

Company	Consultant
Signature: 	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

QualityKiosk Technologies Pvt. Ltd.

Page 8 of 10

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