

**PROFESSIONAL SERVICES  
AGREEMENT**

This Professional Services Agreement (this "Agreement"), effective as of **05/01/2023 (the "Effective Date")** till **05/07/2023 (the "end date")** is entered into by and between **Anurag Mandilya** having a principal (address) **Makan No-412, ward N-5, Tehsil- Shamgarh, near sai mandir, Raw colony, Garoth, Mandsaur, MP-458880** (the "Contractor"), and **GirnarSoft Education Services Pvt. Ltd.**, having a principal place of business at **GirnarSoft EducationServices Pvt. Ltd. BPTP, 5th Floor, Sector-61, Gurugram-122002** (the "Company").

- 1. Engagement.** Contractor agrees to act as an independent contractor and the Company agrees to retain the services of Contractor from the **05/01/2023 to 05/07/2023** pursuant to the terms and conditions contained in this Agreement. During the term of this Agreement, the Contractor shall perform services as detailed in Attachment A, Statement of Work ("Services"). Change in orders may be made and additional tasks may be added to the Statement of Work during the term of this Agreement upon mutual written agreement of Contractor and Company. No changes or additions may be implemented or acted upon by Contractor unless agreed to prior to the incurring of any additional cost or impact on the schedule.
- 2. Commercially Reasonable Efforts.** In rendering Services pursuant to this Agreement, Contractor agrees to devote its commercially reasonable efforts to the performance of its duties and responsibilities under this Agreement. Company agrees to devote its commercially reasonable efforts to support the activities of the Contractor in any reasonable technical, administrative and commercial way to provide Contractor with documentation, statements and credentials available to Company which shall allow Contractor to perform its duties and responsibilities hereunder.
- 3. Independent Contractor.** Contractor's relationship with Company is that of an independent contractor, and nothing in this Agreement will be construed to create a joint partnership, joint venture, or employer-employee relationship. Contractor is responsible for furnishing all labor to perform its services hereunder unless specifically set forth in Attachment A. Contractor is not an agent of Company and is not authorized to make any representation, contact, or commitment on behalf of Company unless specifically requested or authorized to do so in writing by Company. Contractor will under no circumstances perform duties for the Company not related to the work assigned explicitly to the Contractor under this Agreement. Contractor acknowledges that Company intends not to withhold any state tax, ESI, PF, insurance from amounts to be paid to Contractor under this Agreement. TDS mandatory by Govt. of India will be deducted as per governing rules. Contractor further acknowledges that Company will not pay any ESI, PF on Contractor's behalf, and will not cover Contractor or any of its employees under any insurance, maternity benefit, leave policies, gratuity, retirement plan, health care plan, disability or life insurance plan or any other benefit plan which Company may provide for its employees. Contractor shall carry, at the expense of Contractor, appropriate worker's compensation and liability insurance to cover Contractor, its employees and the performance of the obligations in this Agreement.
- 4. Payments.** Company agrees to pay Contractor as compensation for the Services, and the Contractor agrees to accept as full compensation, amounts as per the rates given in Attachment A. Payment under this Agreement will be made upon presentation by Contractor and receipt by Company of an invoice. Such invoice will be delivered by Contractor to Company on the last day of the month in the manner and to the location specified in Attachment A.

5. Upon submission of an itemized expense report in Contractor's format and original receipts for expenses incurred by Contractor, Company will also reimburse Contractor for all reasonable travel and travel related expenses incurred by Contractor as a result of travel requested by Company on the presentation of actual bills. All fees are payable to Contractor ninety (30) days from the date of invoice or expense report unless otherwise specifically set forth in Attachment A.
1. **Confidentiality.** It may be necessary for a party during the term of this Agreement (the "Disclosing Party") to provide the other party (the "Receiving Party") with certain information that shall be Confidential Information, as defined below.
- a. **Confidential Information.** "Confidential Information" means any information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples), which is designated as "Confidential," "Proprietary" or some similar designation, or that the Receiving Party should reasonably understand to be confidential or proprietary based on the nature of the information or the circumstances of disclosure. Notwithstanding the foregoing, Confidential Information shall not include any information, which the Receiving Party can show (a) is now or later has become available in the public domain without breach of this Agreement by the Receiving Party, or (b) was in the possession of the Receiving Party prior to disclosure to the Receiving Party by the Disclosing Party as evidenced by the Receiving Party's records, or (c) was received from a third party without breach of any nondisclosure obligations to the Disclosing Party or otherwise in violation of the Disclosing Party's rights, or (d) was developed by the Receiving Party independently of any Confidential Information received from the Disclosing Party as evidenced by the Receiving Party's records.
- b. **Nondisclosure.** The Receiving Party (a) shall treat all Confidential Information as strictly confidential, (b) shall not disclose any Confidential Information to any other person or entity without the prior written consent of the Disclosing Party, (c) shall protect the Confidential Information with at least the same degree of care and confidentiality as it affords its own confidential information, at all times exercising at least a reasonable degree of care in such protection, and (d) shall not use any Confidential Information in any manner except for purposes of conducting business with the Disclosing Party, or as otherwise agreed by the Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall first notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek a protective order relating to such disclosure. The Receiving Party hereby agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of any Disclosing Party Confidential Information in violation of the terms hereof. Company and Contractor each agree that disclosure of Confidential Information of either Disclosing Party shall be limited by the Receiving Party to employees of the Receiving Party having a need to know, and that such employees shall execute and be bound by an employee agreement requiring handling of Confidential Information in accordance with the terms of this Agreement.
- c. **Confidentiality Term.** The Receiving Party shall observe all obligations hereunder with respect to disclosures of Confidential Information always after the particular Confidential Information was received from the Disclosing Party.

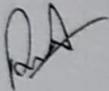
- d. **Title and Proprietary Rights.** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title thereto and to all intellectual property and proprietary rights therein, and the Receiving Party will have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. The Receiving Party shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall faithfully reproduce any such mark or notice on all copies of such Confidential Information.
- e. **Return of Confidential Information.** The Receiving Party will promptly return all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) upon the earlier of (a) the completion or termination of the Dealings between the Disclosing Party and the Receiving Party, and (b) the Disclosing Party's written request. The terms of this Section 5 will survive termination of this Agreement.
2. **Approval Process.** If within thirty (30) days of delivery of any deliverable item, Company determines in good faith that such deliverable item does not conform to the acceptance criteria specified in the Statement of Work then Company may return such item to Contractor for correction or modification. Contractor shall, at its sole expense, correct, replace or modify such item and deliver the same to Company as expeditiously as possible. Failure to give Contractor notice of nonconformance within the thirty (30) day period will constitute acceptance of that deliverable item by Company.
3. **Intellectual Property Ownership**
- a. **Company Pre-Existing Property.** Company shall retain all right, title and interest in and to all pre-existing information, data, software, tools and other materials developed by or for Company prior to Commencement of the Services ("**Company Pre-Existing IP**"). Company grants to Contractor a non-exclusive, worldwide, royalty-free license to use the Company Pre-Existing IP solely for Contractor to perform the Services.
- b. **Contractor Pre-Existing Property.** Contractor shall retain all right, title and interest in and to all pre-existing information, data, software, tools and other materials developed by or for Contractor prior to commencement of the Services ("**Contractor Pre-Existing IP**").
- c. **Deliverables.** Company shall own all right, title and interest in and to the deliverables set forth in the Statement of Work ("**Deliverables**"). To the extent that the Deliverables contain Contractor Pre-Existing IP and subject to the terms and conditions of this Agreement, Contractor grants to Company a perpetual, non-exclusive, worldwide, non-transferable, non-sub licensable, royalty-free license to use such Company Pre-Existing IP solely in connection with the Deliverables.
4. **LIMITATION OF LIABILITIES.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR (i) ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) ANY DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE)) OR OTHERWISE IN EXCESS OF THE AGGREGATE AMOUNTS PAID OR OWED TO CONTRACTOR HEREUNDER. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

1. **WARRANTY DISCLAIMER.** THE PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION BETWEEN THEM, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.
2. **Non-Solicitation.** During the term of this Agreement and for two (2) year thereafter, contractor will not directly or indirectly recruit, solicit or induce any employee, advisor or consultant of the company.
3. **Termination.** This Agreement may be terminated by either party at any time upon thirty (30) days written notice. In the event of termination of this Agreement, the provisions of Sections 4 (with respect to amounts owed to Contractor), 5, 7, 8, 9, 10, 13, 15, 16, 17, 18 and 19 shall survive termination.
4. **Notices.** All notices hereunder shall be given in writing by hand delivery, courier service, registered mail, or facsimile, addressed to the signatories of this Agreement at the respective addresses set forth in the first paragraph of this Agreement, or at such addresses as may from time to time be designated by either party to the other.
5. **Waiver.** No failure by either party here to exercise or no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder by either party preclude any other or future exercise of any right hereunder by that party.
6. **Assignment.** This Agreement is not assignable by either party in whole or in part without the written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Agreement (i) to any entity or other person controlled by, in control of, or under common control with such party, or (ii) in the event of a merger or a sale of all or a substantial portion of such party's assets or stock.
7. **Force Majeure.** Neither party shall be liable for any failure or delay in fulfilling the terms of this Agreement due to fire, strike, war, civil unrest, terrorist action, government regulations, acts of Nature or other causes which are unavoidable and beyond the reasonable control of the party claiming force majeure. This provision shall not be construed as relieving either party from its obligation to pay any sum due to the other party.
8. **Equitable Relief.** Each party acknowledges that a breach by the other party of any confidentiality or proprietary rights provision of this Agreement may cause the non-breaching party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching party may institute an action to enjoin the breaching party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching party may be entitled at law or in equity.
9. **Governing law.** This Agreement shall be construed and governed by the laws of India without regard to principles of conflict of laws. Any controversy or claim arising out of or related to this Agreement, or breach thereof, shall be settled by arbitration, to be held in Jaipur, Rajasthan and the decision of the arbiters shall be binding on the parties thereto.

1. **Attorney's Fees.** In arbitration or litigation to enforce judgment of an arbiter's award, the prevailing party therein shall be entitled to recover its reasonable attorney's fees and costs of litigation or arbitration from the non-prevailing party.
2. **Entire Agreement and Amendment.** This Agreement shall constitute the complete and exclusive Agreement between the parties respecting the subject matter. This Agreement may not be amended, terminated, or superseded except by agreement in writing between the two parties. This Agreement supersedes all previous agreements between Contractor and Company, whether oral or written, regarding subject matter hereof.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

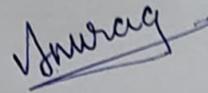
**GIRNARSOFT EDUCATION SERVICES PVT. LTD.**



**Signature**

Ruchir Arora  
CEO & Co- Founder

**CONTRACTOR**



**Signature**

Name: Anurag Mandilya  
Designation: Intern

**Attachment A**

**STATEMENT OF WORK**

1. Compensation
2. Description of Work

**Compensation:**

The contractor is offered INR 25,000/- for 31 days as per the business requirements (mentioned in description of work). Invoice to be raised and deposited on 25<sup>th</sup> of every month to the respective HR.

**Description of Work:**

S.no	Nature of Job	Delivery	Days	Location operating from
1	Intern	Technical Content	As per business requirement	<b>GirnarSoft Education Services Pvt. Ltd.</b> BPTP, 5th Floor, Gurugram, Sector-61, Haryana, 122002

Work Order Approved by Company: Aveek Goyal

Date: 12<sup>th</sup> December, 2022

Work Order Accepted by Contractor: Anurag Mandilya

Date: 12<sup>th</sup> December, 2022