



OUTLEAP TECHNOLOGIES PRIVATE LIMITED

CIN No: U72501KA2019FTC130352

☎ +91 80 42061247

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## PROFESSIONAL CONSULTING SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** is made in Bangalore on **Monday, February 7, 2022** between:

**Outleap Technologies Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 and having its office at **163 A, 9<sup>th</sup> Main, Sector 6, HSR Layout, Bengaluru (Bangalore) Urban, Karnataka, 560102** (hereinafter referred to as "**Company**"), which expression shall unless repugnant to the meaning and context, mean and include its affiliates, associates, administrators, successors and permitted assigns)

AND

**Ms/Mr Suraj** residing at **572, Gali No 13, Station Block, Prem Nagar, 1st Kirari, Suleman Nagar, Delhi -110086** (hereinafter referred to as the "**Consultant**")

WHEREAS the Consultant is engaged in the business of providing services as a consultant, he/she will provide his/her expert services in managing the process as a **Product Designing Consultant** as requirements for Leap Finance.

AND WHEREAS the Consultant possesses the necessary expertise required for the successful pursuit of the Company's business interests;

AND WHEREAS the Company wishes to avail the benefit of the Consultant's expertise and the Consultant agrees to render services to the Company;

AND WHEREAS the Company and the Consultant wish to enter into an agreement, whereby the Consultant shall provide certain services to the Company in respect he/she will provide his/her expert services in managing the process as a **Product Designing Consultant**.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants herein contained, it is hereby agreed as follows:

### 1. DEFINITIONS

1. "Agreement" or "the Agreement" or "this Agreement" means this Services Agreement and shall include all the recitals, schedules or exhibits that may be annexed to this Services Agreement and any amendments made to this Services Agreement by the Parties in writing.
2. "Intellectual Property" shall include (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all re-issuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, (b) all trademarks, service marks, logos and trade names, together with all translations, adaptations, derivations, and combinations thereof, and all applications, registrations and renewals in connection thereof, (c) all copyrightable works including digital copyright, typography rights, database rights (including rights of extraction) and all applications, registrations and renewals in connection therewith, (d) all trade secrets, including ideas, research and development, recipes, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, (e) all computer software (including data and documentation), (f) all other intellectual



property rights recognized under any jurisdiction and (g) all copies and tangible embodiments thereof (in whatever form and medium).

3. **“Services”** shall mean any and all services which the Consultant has agreed to render to the Company under this Agreement and as more particularly described in Annexure 1 hereto, which may be amended from time to time by mutual agreement between the Parties.

## 2. GRANT

The Company hereby appoints the Consultant for rendering Services during the Term - “Term” shall mean the period described in clause 5 (in accordance with the provision of the Agreement) and the Consultant hereby accepts such appointment to act for the consideration and on the terms and conditions mentioned herein.

## 3. PROVISION OF SERVICES

1. **Rules, Procedures, Policies and Ethical Conduct:** The Company has established rules, procedures and policies, which from time to time are subject to amendments and additions. The Consultant acknowledges complying with all rules, procedures and policies laid down by the Company and all subsequent additions and amendments thereto. The Company shall endeavor to provide the information on these matters from time to time. The Consultant acknowledges observing best ethical practices, strictly observes the Company’s code of ethics and independence and shall, in all circumstances maintain complete independence in all dealings. The Consultant shall not accept any gift or favor of whatsoever nature whether monetary or non-monetary from any of the present or future suppliers, sub-contractors, consultants, partners, vendors, customers, partners or employees of the Company without obtaining prior written consent from the Company.
2. The Consultant shall work for such a number of hours as may be necessary to properly and effectively render the Services within the timelines specified by the Company and for the purpose of executing the Services as per the requirements of the Company. The Consultant hereby agrees and acknowledges that no fees or additional remuneration other than the Service fees (“Service fees” shall mean the fees described in Section 4.1), shall be payable to the Consultant rendering the Services for the scope described in detail in Annexure 1.
3. The Consultant shall be solely and exclusively responsible for rendering the Services, under this Agreement and the Consultant hereby represents and warrants that the Services rendered to the Company shall be of the highest standards of professionalism and manner consistent with the Company’s goals and ethical standards.
4. **Non-Compete and Exclusive Engagement:** During the Term of the Agreement, The Consultant warrants that he/she will work exclusively for the Company and shall not enter into agreements similar to this agreement or work with other persons or entities, which competes either directly or indirectly with the Company, without obtaining the express written consent from the Company to do so.

## 4. SERVICE FEES

1. In consideration with the Consultant rendering Services in accordance with the terms of this Agreement the Company shall pay to the Consultant Service fees as detailed in Annexure 2.



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2. The Consultant shall provide continuous services to the Company during the Term. In the event that the Consultant, for any reason, discontinues such services; the Company shall not be liable to pay the Service fees for the period for which the Consultant has discontinued the services. If at any time during the Term, the scope of Services to be rendered by the Consultant is altered, the parties shall mutually negotiate and agree upon the alteration of the Service fees, if any.
3. The Consultant shall raise an invoice for the Services rendered by the Consultant on the last day of each month or at such mutually agreed intervals, for which the Services are rendered by the Consultant. The Company shall within seven (7) days from the date of receipt of the invoice from the Consultant make payments to the Consultant.
4. All payments made by the Company to the Consultant under this Agreement are subject to deduction of tax at source as may be applicable from time to time. Further, all service tax and other taxes under this statute, present or future, that may become payable on all payments made by the Company to the Consultant under this Agreement shall be borne by the Consultant.
5. The consultant shall devote reasonable efforts to promote the interests of the Company and its operations and all its activities and shall comply with the internal policies / standards of the Company and the standards specified by the customers / client of the Company, as they may exist and be notified to the Consultant from time to time.
6. The Company shall reimburse actual expenses for business and related expenses such as travel / accommodation / phone charges etc.; against supporting vouchers provided that those costs have been pre-approved by the Company in writing. The Consultant hereby agrees and acknowledges that other than the Service Fees and the amounts specified herein, the Consultant shall not be entitled to receive any additional benefit or perquisite for rendering Services to the Company under this Agreement. Any product or service required to be delivered by a third party in support of achievement of the Consultant's service objectives as mutually agreed by the Parties, shall be delivered through a direct contract between the third party and the Company and shall be governed by the terms agreed between the two parties thereof. The Company indemnifies the Consultant against any liabilities or claims arising from such a third-party agreement.
7. **No Benefits:** Consultant acknowledges that for the purpose of this agreement and any and all services provided hereunder, the Consultant is not an employee of the company and will not be entitled to any benefit as a Company employee.
8. **Insurance:** The Consultant will be responsible for her own medical insurance and other insurances. The Company will not take any insurance on the Consultant during the Term.
9. During the subsistence of this Agreement, the Consultant shall not employ or attempt to employ or assist anyone else to employ any person who is in the employment of the Company or who has been working with the Company as a Consultant, at the time of the alleged prohibited conduct, or was in the employment of the Company at any time in the preceding six months.

## 5. TERM



This Agreement shall commence on **Monday, February 14, 2022** and shall continue to remain in force and be valid for **3** months till **Saturday, May 14, 2022**. This Agreement may be reviewed and renewed at the end of three months at the same terms and conditions.

## 6. REPORTING MANAGER AND LOCATION

The Consultant shall report to **Mr/Ms Kalki Koul**. You will be based out of **Bangalore**. However, during the course of the Term, the Consultant may be posted anywhere to serve any of the company's offices within India or abroad, at the sole discretion of the management of the Company.

## 7. REPRESENTATION AND WARRANTIES BY THE CONSULTANT

The Consultant hereby represents to the Company as under:

1. That the Consultant has the necessary expertise, skill and qualifications to render the Services under this Agreement; and
2. The execution of this Agreement by the Consultant does not or shall not violate any law, rule, regulation or order applicable to the Consultant or violate or contravene the provisions of or constitute a default under any documents, contracts, agreements or any other instruments to which it is a party or which are applicable to it.
3. The Consultant will not enter into any other agreement that is in conflict with the Consultant's obligation under this Agreement.

## 8. TERMINATION

1. This Agreement may be terminated at any time, by mutual consent between the Parties, subject to the conditions in clauses 8.2 below.
2. Either Party may terminate this Agreement without providing any reasons, by giving a written notice to the other Party for **45 days** or on payment as the case may.
  1. If the Company / Consultant commits a breach of any of its obligations, warranties and undertakings under this Agreement and such breach is incapable of being remedied in the opinion of the Company / Consultant.
  2. If the Consultant absents herself or fails to render Services for 7 continuous days without intimating the Company.

## 9. CONSEQUENCES OF TERMINATION

On termination of this Agreement, the Consultant shall at his own cost and expense return to the Company any material, equipment, hardware, software, information or documentation supplied by the Company to the Consultant, during the course of rendering Services. Upon receipt of all such material and belongings, the Company shall pay any amounts outstanding and payable to the Consultant under this Agreement.

## 10. INTELLECTUAL PROPERTY



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1. All Intellectual Property in relation to the Services rendered by the Consultant developed for the specific requirements of the Company under this Agreement, including but not limited to all designs, surveys, drawings and plans and any ancillary or derivative creation in relation to such deliverable shall be considered "work for hire" and shall immediately upon creation thereof and without any further act, irrevocably and perpetually vest with the Company. The Consultant shall not have and shall not be deemed to have any right or interest in such Intellectual Property and shall not be entitled to use the same at any point of time for any purpose whatsoever without the consent of the Company in writing.
2. The Company shall be deemed to be the first owner of any or all Intellectual Property so developed relating to or connected with the Services and shall have the right to use, adapt, change, combine, revise, delete from, and add to any such Intellectual Property to the extent the Consultant in its sole discretion decides.
3. The Consultant irrevocably and unconditionally waives all his legal and moral rights or any rights of similar nature under any law in any jurisdiction over all or any Intellectual Property developed by her in connection with the Services.
4. The Consultant hereby agrees to execute such other documents as may be required by the Company to give effect to the provisions of this Clause, at no additional cost to the Company.
5. The Company may from time to time employ standard Intellectual Property, including but not limited to processes, proprietary technology, tools and manuals developed independently by the Company, whether prior to or during the Term of the Agreement, to aid in delivery of Services. The Consultant acknowledges that the rights for such standard Intellectual Property shall vest with the Company.

## **11. CONFIDENTIAL INFORMATION**

1. The Consultant shall treat any information (hereinafter "Confidential Information") obtained in relation to the Company, its affiliates, its clients or customers including all information and Intellectual Property created / developed by the Consultant during the course of performing the obligations under this Agreement as confidential, and shall not divulge the same to any other party except as required by law, without the prior written consent of the Company.
2. Such information, whether written or otherwise, and whether or not specifically designated to be confidential, may include, but not limited to, information related to the business, assets or affairs of the Company, business plans and operations, financial data, customer lists and technical and commercial information and the fact or content of this Agreement or consent of or information derived from any communication from the Company to Consultant or discussion between the parties.
3. This clause shall not apply to any information that comes into the public domain or such information whose disclosure is demanded by a competent judicial authority.

## **12. INDEPENDENT CONTRACTOR**

It is hereby specifically understood and agreed by and between the parties that this Agreement does not constitute a contract of employment between the Parties, that the Consultant is an independent consultant and that between the Company and the Consultant, no employer / employee, principal / agent or partnership exists or shall exist in any respect whatsoever.



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### 13. GENERAL INFORMATION

1. The present agreement between the Consultant and the Company shall supersede all other agreements, oral or in writing, express or implied. Any modifications or amendments or revisions to this Agreement shall be affected by mutual agreement of the Consultant and the Company in written form.
2. The parties acknowledge that they are independent contractors under this Agreement, and except if expressly stated otherwise, none of the parties, or any of their employees or agents, has the power or authority to bind or obligate another party. Except if expressly stated, no third party is a beneficiary of this Agreement.
3. This Agreement is not assignable, delegable, sub-licensable or otherwise transferable by the Consultant in whole or in part without the prior written consent of the Company. Any transfer, assignment, delegation or sublicense by the Consultant without such consent is invalid.
4. In case of any dispute arising, the dispute shall firstly be resolved through amicable negotiations. If the dispute cannot be resolved through negotiation, either party may bring the dispute to the competent court of India for settlement.
5. This consultant agreement shall be made in two copies in English; each party shall retain one copy of the duly signed agreement.

IN WITNESS WHEREOF, the parties execute this Agreement. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

#### COMPANY

Signature: *Kaushal Pawar*

Name: Kaushal Pawar

Designation: Director, People & Culture

Place: Bangalore

#### CONSULTANT

Signature:

Name: Suraj 

Designation: **Product Designing Consultant**

Place: **Bangalore**

#### Annexure 1

Scope of Services - **Product Designing Consultant** at Outleap Technologies Pvt. Ltd.

#### Annexure 2



Service Fees – **65000/- (10% of TDS applicable)**

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