



OUTLEAP TECHNOLOGIES PRIVATE LIMITED  
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<https://leapfinance.com>  
<https://leapscholar.com>

## 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