

Consulting Services Agreement

Consulting Services Agreement

This Consulting Services Agreement (hereinafter "Agreement") is made as of the ___ day of 20__ by and between Company Name, having an address Address(hereinafter "Company") and Sunil Beta Baskar D, having an address at #102, New Arulananda Nagar, Thanjavur, Tamilnadu, India – 613007 (hereinafter "Consultant")

Witnesseth

In consideration of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

1. Description of Services

"Consultant" shall perform the following services (hereinafter "Service") provided, however, Services shall, expressly exclude business acquisitions/mergers and affiliated functions:

- (1) Engineering Support, Services and Consultation to "Company"
- (2) Interaction with "Company" Employees and staff
- (3) Provide Pre-sales support and services to "Company"
- (4) Other functions as mutually agreed upon from time to time

2. Term and Termination

- (A) The initial Term of this agreement shall commence on _____ 20__ ("Effective Date") and shall terminate on _____ 20__ ("End Date") unless earlier terminated as provided for herein (hereinafter "Term").
- (B) Either party may terminate this Agreement at any time upon 30-day prior written notice to the other party subject to the provisions hereof. "Company" may immediately terminate the agreement in case of "Consultant's" (i) negligence or intentional misconduct; (ii) fraudulent conduct; and/or (iii) breach of obligations under this agreement.
- (C) Upon termination or expiration of this agreement, Consultant shall provide to Company all materials, documents or work (or works) developed or created herein. Consultant shall return to company all Company property as requested by Company.

3. Independent Contractor

Consultant shall perform the Services described herein as an independent contractor and not as an employee of the Company, with and according to his own means and methods which shall remain in the exclusive charge and control of the Consultant. Consultant has no power or authority vested to bind Company or any company affiliated with Company unless authorized by Company. Under this Agreement Consultant is not entitled to any medical coverage, life insurance, participation in Company's savings/stock plan or any other benefits afforded to Company's employees.

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4. Compensation

- (A) Notwithstanding anything to the contrary, Company agrees to pay Consultant for Services and Database Sales performed as follows:
- a. INR. _____ per hour of Services provided, unless the Consultant is in default hereunder pursuant to section 9.B Sub-paragraphs (i), (ii) and (iii).
- (B) Company shall reimburse Consultant for all authorized travel expenses (authorized by Company prior to undertaking such travel and expenses) incurred by the Consultant for Services performed outside of Consultant's primary business location in the manner provided for hereunder. Such pre-authorized travel expenses (authorized by Company in advance) shall include, but not be limited to transportation (air-fare, car rental, etc.), lodging, meals, applicable entertainment, conference fees and other reasonable related expenses.
- (C) Consultant shall submit weekly logs (hereinafter "Weekly Reports") listing hours spent performing services in a format acceptable to the Company which shall need to be formally approved by Company. Acknowledgement of receipt of "Weekly Reports" does not constitute approval of the Timesheets. Every month the Company will separately evaluate and approve such "Weekly Reports" sent by Consultant, on receipt of Invoice as set out in Section 4.E.(a.) herein.
- (D) Consultant shall assume all legal responsibility for full compliance with all applicable National and State payroll Tax requirements with respect to all fees paid to Consultant by Company hereunder.
- (E) Consultant shall submit invoices for all amounts due hereunder pursuant to section 4.A.(a) herein as follows:
- a. For Section 4.A.(a) Consultant shall invoice Company for Services as per the submitted Timesheets and such invoice (hereinafter "Invoice") shall be delivered to the company by the ____th day of every month after the Initial date, during the term of this Agreement, after the month for which work has been performed by Consultant and Company agrees to approve the invoice by the ____th day of the month, and further, if Company approves the invoice, then Company agrees to pay such an Invoice by the ____th day of the month for all such Invoices. In case the Company does not approve the Invoice, Company shall formally notify the Consultant by the ____th day of the month and Consultant will modify and re-submit the Invoice as necessitated. An accepted Invoice will be payable within ____ days of acceptance of Invoice by the Company. In case the Company does not notify the consultant within ____ days of submission of the notice, provided the Invoice is submitted on or after the ____th day of the month for the Services performed in the previous month, the invoice will be deemed accepted

5. Subcontractors

Both parties agree that direct use of Subcontractors by Consultant is prohibited under this Agreement. If both parties agree that the use of Subcontractors is a requirement for the fulfilment of the Consultant's obligations under this Agreement, Company shall initiate engagement of Subcontractors and shall be responsible for all fees associated with the Subcontractors.

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6. Confidentiality

Confidential Information is information which relates to the Company's research, development, trade secrets, or business affairs including but not limited to sales presentations and promotional materials; customer lists; mailing lists rented to clients; mailing pieces either proposed or final; advertisement copy; sales plans; procedures, formats and strategies; research reports, analyses, recommendations and opinions; pricing letters, quotations, cost analyses and strategies; correspondence, e-mail, files, cards and storage on magnetic and optical media; computer programs, systems, systems outlines, licensed software systems and other computer related material in either machine readable or hard copy form; list count, job count and other count reports; general policies, methods and procedures; and all information relating to any of the foregoing. Consultant acknowledges that during the term of this Agreement, Consultant may learn or receive confidential information. Therefore, Consultant hereby agrees that during the term of this Agreement and for a period of ___ years following the expiration or earlier termination hereof, all such information shall be kept confidential by Consultant and will not be disclosed to any third party without prior approval of Company. Upon completion, cancellation, suspension or termination for any reason of the Services provided by the Consultant under this Agreement, Consultant shall deliver to Company, upon Company's request, all papers, records, computer media and copies thereof containing any information, confidential or otherwise which relates in any way to this Agreement or to the Services performed or to be performed under this Agreement. This Section, Section 6 (Confidentiality) shall survive termination of this Agreement.

7. Intellectual Property

Consultant agrees that all developments, inventions, improvements, trademarks, copyrights or any other material developed or created by Consultant under this Agreement (hereinafter "Intellectual Property") are the property of Company and all right, title and interest in the Intellectual Property are hereby assigned to Company. Consultant agrees to sign all necessary or appropriate documents to register the Intellectual Property in the name of Company or to assign the intellectual Property to Company. Such documents shall be prepared by Company, at Company's expense and Consultant shall be required to sign them only upon request of Company.

8. Assignment

The rights and obligations of Company hereunder shall inure to the benefit of, and shall be binding upon, its successors and assigns. Consultant may not assign or otherwise transfer Consultant's rights, obligations or duties under this Agreement.

9. Indemnity

(A) Consultant shall indemnify and hold Company harmless from (a) Any claims, losses, damages injuries and liability arising from death or injury of any person or persons including Consultant, or from the damage or destruction of any property, including Consultant's property caused by or connected with the performance of any obligation hereunder by Consultant or (b) Any claims, losses, damages or liability arising out of the alleged breach by Consultant of any employment contract,

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Independent contractor agreement or other agreement containing a restrictive covenant.

(B) Notwithstanding anything to the contrary contained herein, Company shall indemnify and hold Consultant harmless from and against all costs, expenses and damages attributable to any claim made by any third party which arises from or is in any way connected with the performance by Consultant of Consultant's obligations hereunder except in the event of Consultant's (i) negligence or intentional misconduct; (ii) fraudulent conduct; and/or (iii) breach of Consultant's obligations under this Agreement.

10. Notices

Any notice or other correspondences required or permitted to be given under this Agreement shall be personally delivered or sent by first-class mail with postage fully prepaid to the parties at the addresses specified below and shall be effective upon such personal delivery or when postmarked pursuant to the foregoing. Each party may change such address by written notice in accordance with this Section:

If to the Company:

If to the Consultant:

Mr. Sunil Beta Baskar D, s/o Dr. David V Baskar Sundararaj, 102, New Arulananda Nagar, Near Rohini Hospital, Off Pudukottai Road, Thanjavur, Tamilnadu, INDIA – 613 007 (Ph: +91 93666 66919)

11. Compliance with Laws

Consultant and Company shall comply with all applicable laws and regulations of any governmental authority pursuant to this Agreement.

12. Governing Law

The Agreement shall be construed in accordance with and governed by the laws of the State of _____

13. Waiver

No delay or failure of either party in exercising any rights hereunder and no partial or single exercise thereof shall be deemed of itself to constitute of a waiver of such right or any other right hereunder. No waiver shall be effective unless made in writing and signed by an authorized representative of Company. In the event that any provision of this Agreement shall by a court of law be declared null and void or unenforceable, the validity of any other provisions and of the entire Agreement shall not be affected thereby.

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14. Conflict of Interest

Company acknowledges and understands that Consultant from time to time performs assignments for Enterprises, Individuals or Companies other than "Company"; as a result of which "Consultant" may come into contact with Company clients performing non-Company assignments. In such cases where the Consultant is aware of Company's client relationship, Consultant shall advise Company of said assignment and Consultant shall make every effort to not interfere with Company-Client relationship in the execution of any such assignment. Company agrees that if the foregoing is not possible or practical, Consultant shall at Consultant's sole option and decision, withdraw from such assignment either with "Company" or with the other party as is most practical.

15. Entire Agreement

This Agreement shall be the entire, exclusive agreement between Company and Consultant. This Agreement shall supersede all prior oral and written statements of any kind made by the parties with respect to the subject matter hereof. No statement in writing subsequent to the date of this Agreement purporting to modify or add to the terms and conditions hereof shall be binding unless consented to in writing by an authorized representative of the parties hereto making specific references to this Agreement.

16. Headings

The section headings are used herein for ease of reference only and are not to be considered in the construction of this Agreement.

17. Facsimile

The parties hereto agree that a facsimile transmission of this fully executed Agreement shall constitute an original and legally binding document. As a further requirement two original signature hard-copy documents shall also be exchanged among the parties.

In Witness Whereof, the parties have entered into this Agreement as of the Effective Date:

Consultant

Company

By: _____

Name: Sunil Beta Baskar D

Title: Consultant

Date: _____

By: _____

Name:

Title: Authorised Signatory*

Date: _____