

SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is made at Gurgaon, on this 13 May, 2024 (“**Effective Date**”)

BY AND BETWEEN

Airblack Technologies Private Limited, a private limited company, incorporated in India under the Companies Act, 2013 having its registered office at 312-314, 3rd Floor, Palm Springs Plaza, Sector 54, DLF Phase 5, Gurugram, Haryana, 122002, India (hereinafter referred to as “**Company**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) being the party of the **ONE PART**;

AND

Vaishnavi Nigam Indian resident, residing at Gurudev Chauraha Near Dng Grand Hotel Kanpur Uttar Pradesh 208024, (hereinafter referred to as the “**Service Provider**” which expression shall, unless it be repugnant to the subject or context thereof, include his/her legal heirs, successors, nominees and permitted assignees) being the party of the **OTHER PART**.

The Service Provider and the Company shall hereinafter collectively be referred to as “**Parties**”.

WHEREAS

1. The Company is inter-alia engaged in the business of operating a technological platform focused on providing a learning destination for creators and entrepreneurs across multiple categories including but not limited to beauty, content, fashion, health, and cooking (“**Business**”).
2. The Service Provider is engaged in the business of providing inside sales services.
3. The Company is desirous of obtaining the services of the Service Provider and the Service Provider has agreed to render its services to the Company. The scope of these services to be rendered by the Service Provider is as set forth in Schedule 1 of this Agreement (“**Services**”).
4. In consideration of the mutual promises and covenants and for good and valuable consideration mentioned herein, the Parties hereto wish to record the terms and conditions pursuant to which Service Provider shall render Services to the Company.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF THE AGREEMENT

- 1.1. The purpose of this Agreement is to define and record the relationship between the Parties and to outline the rights, duties and obligations of the Parties towards each other in connection with rendering of Services (as defined in Schedule I of this Agreement) for the agreed consideration.

2. RELATIONSHIP OF THE PARTIES

- 2.1. The Service Provider, as on the Effective Date, is an independent contractor and nothing in this Agreement will be construed to make either the Service Provider or the Company partners, joint ventures, principals, agents, employers or employees of the other. No officer, director, employee, agent, affiliate or contractor employed, hired or consulted by the Service Provider to perform or facilitate any work on the Company's behalf under this Agreement will be deemed to be an employee, agent or contractor of the Company. Neither Party shall have any right, power or authority, express or implied, to bind or make representations on behalf of the other.

3. SCOPE OF WORK

- 3.1. The Parties hereto agree that the Service Provider shall render Services to the Company as per a scope of work (“**SOW**”) as mutually agreed between the Parties each time the Service Provider renders services to the Company.
- 3.2. The SOW shall set out the service fee (“**Service Fee**”) for the Services to be rendered by the Service Provider as set forth in Schedule 2 of this Agreement.
- 3.3. It is hereby clarified that the above-mentioned Service Fees shall be inclusive of the GST (Goods and Services Tax) chargeable on such fee and any other taxes charged by the government, including but not limited to TDS (tax deductible at source). Notwithstanding the above, the Service Provider agrees and acknowledges that he/she shall be solely liable for obtaining a registration under the Central Goods and Services Tax Act, 2017 (as applicable at the relevant time including any amendments thereto).
- 3.4. It is further clarified that any liability or claim that arises on account of non-compliance of the Service Provider with respect to its tax obligations as per applicable law, shall be borne solely by the Service Provider.
- 3.5. The Service Provider agrees to indemnify and hold harmless the Company and its agents, directors, officers, employees, and affiliates (“**Indemnified Parties**”) against any claims, charges, suits, liabilities, damages or the like that arise out of the non-performance of the Service Provider’s statutory and regulatory duties under the taxation laws of India as well as its obligations and covenants under this Agreement. The Service Provider’s liability under this Clause shall be limited to the actual losses or damages suffered by the Company.
- 3.6. The SOW shall also set out the exact description of Services to be rendered by the Service Provider to the Company in addition to the timeline of such Services.
- 3.7. The Parties hereto agree that all pricing for the purpose of the Services to be rendered as under this Agreement shall be based at an arm’s-length basis by both the Parties.
- 3.8. The Service Provider shall comply with all applicable rules, regulations, administrative instructions, guidelines and policies of the Company in force from time to time including (without limitation) policies relating to leave, data security, IT usage, travel, reimbursements, referral, and so on, as applicable to the Service Provider (“**Company Policies**”). The Service Provider hereby acknowledges and agrees that the Company shall have right to amend, restate or otherwise modify the Company Policies, from time to time without advance notice and the Service Provider hereby waives his right to consent or object to any such amendment, restatement or modification of the Company Policies and shall have no objection to such amendment, restatement or modification of the Company Policies. The Service Provider hereby agrees that it is his responsibility to read the Company Policies as made available to the Service Provider by the Company, to understand the terms therein and abide the same.

4. CONFIDENTIALITY

- 4.1. Confidential Information. The Service Provider agrees that during the term of this Agreement, the Service Provider may receive (“**Receiving Party**”) and otherwise be exposed to trade secrets and other confidential and proprietary information of the Company (“**Disclosing Party**”) (“**Confidential Information**”) including, but not limited to the following (whether or not marked as confidential or proprietary):
 - (a) information with regard to the Disclosing Party’s business methods, plans, operations, investment and research activities, agreements, plans, analyses, strategies, proposals, finances, financial performance, assets, business contacts, technical data, and personnel information (including the skills, expertise and compensation terms with respect to the Disclosing Party’s personnel, but excluding the Receiving Party’s own compensation information, if any);

- (b) all databases, computer programs or enhancements to computer programs developed, modified, or maintained by the Disclosing Party;
 - (c) confidential information provided to the Disclosing Party by third parties subject to a duty to maintain the confidentiality of such information and, in some cases, to use it only for certain limited purposes;
 - (d) all patent and patent applications;
 - (e) mask works, ideas, samples, media, assays, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of the Disclosing Party including its parent or subsidiaries or of third party, such as information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans;
 - (f) all notes, memoranda, reports, drawings, blueprints, manuals, materials, data and other papers and records of every kind relating to any intellectual property of the Disclosing Party; and
 - (g) all information or materials obtained or developed by the Receiving Party in the course of its engagement with the Disclosing Party or during the subsistence of this Agreement whether or not during working hours from the Disclosing Party which is not publicly available.
- 4.2. Non-Disclosure. The Disclosing Party acknowledges the confidential and secret character of the Confidential Information, and agrees that the Confidential Information is the sole, exclusive and extremely valuable property of the Disclosing Party. Accordingly, the Receiving Party agrees not to reproduce any of the Confidential Information without the applicable prior written consent of the Disclosing Party, not to use the Confidential Information except in the rendition of the authorized Services under this Agreement, and not to disclose all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement without the appropriate prior written consent of Disclosing Party. Upon termination of this Agreement, the Receiving Party agrees to cease using and to return to the Disclosing Party whole and partial copies and derivatives of the Confidential Information, records, correspondence, documents and any other information whether in the Receiving Party's possession or under the Receiving Party's direct or indirect control. The Receiving Party further agrees to protect the Confidential Information received with all reasonable care so as to ensure that the same does not fall into the hands of third parties or is not put to unauthorized use, during and after the term of this Agreement.
- 4.3. Delivery Back. The Confidential Information, including the analyses, compilations, studies or other documents, tapes or software prepared or delivered by the Disclosing Party as well as all intellectual property will be returned to the Disclosing Party or destroyed immediately upon the request of the Disclosing Party by the Receiving Party, and the Receiving Party shall not retain any copies thereof.
- 4.4. No Reproduction. The Receiving Party will not reproduce or use the Confidential Information in any form except as required to accomplish the intent of this Agreement or for such other use as expressly permitted by the Disclosing Party. Any reproduction by the Receiving Party of any Confidential Information, although prohibited, shall be and shall remain the property of the Disclosing Party.
- 4.5. Notification of Unauthorized Use. The Receiving Party undertakes to promptly and immediately notify the Disclosing Party in writing in case of any unauthorized use or disclosure of the Confidential Information, providing a detailed description of the circumstances of the disclosure and the parties involved to the Disclosing Party.

- 4.6. Notice of Legal Proceedings. In the event the Receiving Party is requested or required by legal proceedings, interrogatories, subpoena, civil investigative demand, demand by regulatory authority or similar legal process to disclose the Confidential Information of the Disclosing Party, it is agreed that: (i) the Receiving Party shall provide the Disclosing Party with prompt notice of any such request or requirement; (ii) the Receiving Party shall provide the Disclosing Party with full and complete cooperation to seek an appropriate order or remedy in order to contest such request or requirement; (iii) shall cooperate with the Disclosing Party in obtaining reliable assurances from the relevant authorities that confidential treatment will be accorded to the disclosure of the Confidential Information of the Disclosing Party; and (iv) shall, if disclosure of said Confidential Information is required, disclose only that portion of the Confidential Information which is legally required to be disclosed.
- 4.7. Indemnity. The Receiving Party agrees to indemnify and hold the Disclosing Party harmless from and against any and all claims, losses, liabilities, damages, expenses, and costs (including, without limitation, reasonable fees for attorneys, expert witnesses and court costs) which results from any breach or threatened breach of this Agreement by the Receiving Party. The Receiving Party acknowledges and agrees that, due to the unique nature of the Confidential Information, any breach of this Agreement would cause irreparable harm and damage to the Disclosing Party for which its remedies at law would be inadequate and, therefore, that the Disclosing Party shall be entitled to any injunctive relief, specific performance, compensatory damages or other remedies to which it may be entitled to at law or in equity.
- 4.8. Permitted Disclosures. Notwithstanding the above, the Receiving Party may disclose certain Confidential Information, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* the Receiving Party provides the Disclosing Party with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation requires, or for which the order was issued.

5. INTELLECTUAL PROPERTY

- 5.1. Ownership of, and all right, title, and interest in, all work product, patent, patent applications, ideas, improvements, developments, discoveries, proprietary information, trademarks, trade names, get-up, label, confidential information, service mark, logos, art work, slogans, know-how, processes, operation, methods, trade secrets (including patterns, technical and non-technical data, formulae, processes, sales and distribution methods of the Business and the Company), source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted), innovations and all other intellectual property throughout the world, whether registered or unregistered, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company by the Service Provider, (the “**Intellectual Property**”) shall vest in the Company.
- 5.2. All Intellectual Property created by the Service Provider shall be regarded as having been made under a contract of service. To the extent the Intellectual Property does not vest in the Company as the first owner of the Intellectual Property under a contract of service, the Service Provider hereby transfers and assigns in favour of the Company, all rights, title and interest in and to all the Intellectual Property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. The Service Provider agrees that such assignment shall be perpetual, worldwide and royalty free.
- 5.3. The Service Provider forever waives and agrees never to assert any and all Moral Rights that the Service Provider may have in or with respect to any assigned inventions, even after termination of this Agreement. “**Moral Rights**” mean any rights to claim authorship of any assigned inventions, to object, to prevent the

modification of any assigned inventions, or to withdraw from circulation or control the publication or distribution of any assigned inventions, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a Moral Right. The Service Provider hereby agrees to undertake all necessary further measures at the cost of the Company for securing transfer to the Company of all worldwide patents, patent applications, copyrights, mask works, trade secrets and other Intellectual Property in any assigned inventions that the Service Provider may have in or with respect to any assigned inventions.

- 5.4. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Service Provider, even if the Company does not exercise the rights under the assignment within a period of 1 (one) year from the date of assignment. The Service Provider further acknowledges and agrees that he shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. The Service Provider also agrees to assist and cooperate with the Company in perfecting the Company's rights in the Intellectual Property.
- 5.5. The Service Provider shall forthwith communicate to the Company and transfer to it the exclusive benefit of all inventions, discoveries and improvements which he may make or discover during the continuance of his engagement relating to the Company's trade or business and shall give full information as to the exact mode of working and usage of the same and also all such explanation and instructions, to the officers and employees of the Company as may be necessary to enable them to work the same effectively and shall, at the expense of the Company, furnish it with all necessary plans, drawings and models.
- 5.6. The Service Provider shall, whenever requested so to do by the Company, whether during or after the termination of engagement hereunder, at the cost of the Company, execute and sign any and all applications, assignments and other instruments which the Company may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as the Company may direct and to vest in the Company the whole, right, title and interest therein.
- 5.7. All Intellectual Property and Confidential Information that is a know-how or a trade secret, whether or not acquired by the Service Provider in the course of his engagement with the Company, shall vest with the Company. Such Intellectual Property and Confidential Information shall be reduced to writing by the Service Provider and all copies of the same shall be handed over to the Company. Further, the Service Provider shall be restrained from using such Intellectual Property and Confidential Information except for the benefit of the Company.
- 5.8. Disclosure. The Service Provider shall disclose promptly in writing to an officer or to attorneys of the Company any Intellectual Property that the Service Provider may conceive, make, develop or work on, in whole or in part, solely or jointly with others during the term of his/her engagement with the Company. The disclosure required by this Clause applies (a) during the period of Service Provider's engagement with the Company and for 1 (one) year thereafter; (b) with respect to all Intellectual Property whether or not they are conceived, made, developed or worked on by Service Provider during the Service Provider's regular hours of work with the Company; (c) whether or not the Intellectual Property was made at the suggestion of the Company; (d) whether or not the Intellectual Property was reduced to drawings, written description, documentation, models or other tangible form and (e) whether or not the Intellectual Property is related to the general line of business engaged in by the Company, provided, however, that if Service Provider chooses not to make such disclosure, Service Provider agrees that all such Intellectual Property will be presumed to be owned by the Company unless Service Provider can show by clear and convincing evidence to the contrary. The Company agrees that it will take reasonable precautions to keep Intellectual Property disclosed to it pursuant to this Clause 5.8 in confidence unless such Intellectual Property are assigned to the Company pursuant to Clause 5.2 or otherwise become available from other sources or independent development.

- 5.9. Original Work. The Service Provider hereby agrees that the Intellectual Property created by Service Provider during the engagement with the Company and for rendering the Services, will be the Service Provider's own original creation and that it will in no way infringe upon any rights of any other person or business entity. In the event a third-party alleges or brings action against the use of its intellectual property by the Service Provider during the term of his/her engagement with the Company, the Service Provider shall indemnify and hold the Company harmless from and against any and all claims, losses, liabilities, damages, expenses, and costs (including, without limitation, reasonable fees for attorneys, expert witnesses and court costs) arising from such allegation or action, as the case may be.

6. NON-COMPETE, NON-SOLICIT AND NON-DISPARAGEMENT OBLIGATIONS

- 6.1. The Parties hereby agree that during the subsistence of this Agreement, the Service Provider shall not, in any capacity, directly or indirectly, including as an employee, consultant, partner, shareholder, except on behalf of the company during the Term of this Agreement and for a period of 1 (one) year from the date of termination hereof: (i) set up, operate, service or own any business which competes with the Business of the Company; (ii) solicit any business from any client, customer, supplier or distributor of the Company (whether present or future); and (iii) engage as an employee, promoter, any person, firm, corporation or other form of entity, who is then, or at any time during the 2 (two) year period prior to the date of the purported solicitation was, an employee of or exclusive consultant to the Company, persuade or attempt to persuade to leave the employment / consultancy of the Company.
- 6.2. At all times during and after the engagement of the Service Provider with the Company and following the cessation of the Service Provider's engagement with the Company, the Service Provider shall refrain from all conduct, verbal or otherwise, that directly or indirectly, which the Service Provider knows or reasonably should know to be disparaging to the Company or capable of damaging the reputation, goodwill, or standing of the Company and its affiliates, members, officers, or employees and in addition shall not after the termination of his engagement represent himself as being engaged with the Company. Further, the Service Provider shall refrain from suggesting to or urging anyone to make any adverse communications, disseminations or statements, whether in writing or oral or any other form whatsoever, concerning the Company or any of its affiliates or employees or business endeavours undertaken by the Company.

7. WARRANTIES

- 7.1. The Service Provider ("Warrantor") represents and warrants to the Company that:
- (a) The Warrantor has the full right, power and authority to execute, deliver and perform the duties under this Agreement.
 - (b) The execution and delivery of this Agreement by the Warrantor and performance by the Warrantor of his duties and obligations hereunder do not and shall not result in any breach or constitute a default under and are not and will not be in conflict with or prohibited by any agreement to which the Warrantor is a party or by which the Warrantor may be bound.
 - (c) The Warrantor is not currently and has not ever been subject to expulsion, bar, suspended or other disciplinary proceeding or action from or by any statutory or regulatory authority.
 - (d) Any breach by the Service Provider or its personnel with respect to Company's Confidential Information and/ or Intellectual Property, shall be attributable to the Service Provider. The Service Provider shall assist the Company in taking immediate action to prevent such breach or any damage as a result of such breach. Further the Service Provider agrees that the Company can prosecute the Service Provider's personnel and the Service Provider for such breach of Confidential Information and/ or Intellectual Property to the fullest extent possible and the liability for such breach cannot be limited in any manner. Further, the Service Provider acknowledges that such breach would damage the goodwill and reputation of the Company and therefore, the

Company shall have the right to obtain injunctive relief, specific performance, compensatory damages or any other remedies available to it under law and/or equity.

8. TERM AND TERMINATION

- 8.1. The term of this Agreement shall commence from the Effective Date 13 May 2024 and shall continue for a period of 1 Year, unless terminated earlier by either Party in accordance with this Clause 8.
- 8.2. During the term of this Agreement, the Service Provider may terminate the engagement with the Company subject to a 30 (thirty) days' notice period, only in the event the Company fails to undertake payment of the Service Fee in accordance with Schedule 2 of this Agreement.
- 8.3. In addition to the above, the Company may, without prejudice to the other rights or remedies available to it, immediately terminate this Agreement if:
- (a) the Service Provider fails to perform its/his/her obligations under this Agreement and such failure continues; or
 - (b) the Service Provider ceases to carry on its/his/her business substantially as such business was conducted on the date of this Agreement; or
 - (c) the Service Provider institutes or suffers the institution against it/him/her of bankruptcy, reorganization, liquidation, receivership, insolvency or similar proceedings; or
 - (d) the Service Provider becomes generally unable to pay its/his/her debts as they become due; or
 - (e) the Service Provider undertakes any un-authorized or negligent disclosure of Confidential Information; or
 - (f) the Service Provider breaches any of the provisions of this Agreement or any SOW issued pursuant to this Agreement; or
 - (g) the Company is dissatisfied with the provision of Services by the Service Provider.
- 8.4. Resignation. On the request of the Service Provider (with the date of such request being the “**Initial Request Date**”), the Company may consider and the Company and the Service Provider may mutually agree to terminate this Agreement at any time. In this regard, the Service Provider shall be required to serve a notice period of 30 (thirty) days (“**Notice Period**”), at the discretion of the Company. The Company may at its sole discretion waive all or part of the notice. In the event that the Service Provider fails to serve the Notice Period, the Service Provider shall be obligated to undertake payment to the Company of an amount equal to 1 (one) month's Service Fees, in lieu of the Notice Period. Further, the Service Provider shall also be obligated to return to the Company any incentive or bonus payout (as applicable) that may have been received by such Service Provider over and above the Service Fee from the Company, in the 3 (three) months preceding the Initial Request Date.
- 8.5. Consequences of Termination.
- (a) Upon the termination of this Agreement for any reason, the Service Provider shall immediately hand over responsibilities to such person nominated for that purpose by the Company and shall deliver to such person all such papers, documents and other property of the Company as may be in her possession, custody, control or power, including but not limited to any phones, computers etc. provided by the Company.

- (b) In the event of the Company choosing to terminate this Agreement pursuant to Clause 8.3 above, all obligations of the Company under this Agreement (including in respect of payment of the Service Fees) shall immediately fall away while the Service Providers obligations under Clauses 4 (Confidentiality), 5 (Intellectual Property) and 6 (Non-Compete, Non-Solicit and Non-Disparagement Obligations) shall continue to survive such termination.
- (c) In the event of: (a) termination of this Agreement pursuant to Clause 8.3 above by the Company; or (b) termination of this Agreement pursuant to Clause 8.4 (*Resignation*) above by the Service Provider within 3 (three) months of payment of any bonus or incentive payment (as applicable), the Service Provider shall be obligated to return to the Company any incentive or bonus payout (as applicable) that may have been received by such Service Provider over and above the Service Fee from the Company, in the 3 (three) months preceding the date of such termination.

9. DISPUTE RESOLUTION

- 9.1. Governing Law. This Agreement and its performance shall be governed by, and construed in all respects, in accordance with the Laws of the Republic of India.
- 9.2. Jurisdiction of Courts. Subject to the provisions of Clause 9.4 (below), the Courts of New Delhi, India shall have exclusive jurisdiction over any matters that are ancillary to the maintenance, prosecution, and support of the arbitration proceedings mandated hereby, and the Parties hereby submit to the jurisdiction of the said courts for such matters.
- 9.3. Negotiations. Notwithstanding anything contained in this Agreement to the contrary, the Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they will, at all times, act in good faith, and make all attempts to resolve all differences, howsoever arising out of or in connection with this Agreement by way of each appointing one nominee / representative who shall discuss in good faith to resolve the difference (“**Negotiation**”). In case the Negotiation does not settle the dispute within (30) thirty calendar days, it shall be referred to arbitration in accordance with Clause 9.4 (below).
- 9.4. Arbitration. All disputes that have not been satisfactorily resolved under Clause 9.3 (above) shall be referred to arbitration in New Delhi, India in accordance with The Indian Arbitration and Conciliation Act, 1996 as in force at the time of arbitration. The dispute shall be settled by an arbitral tribunal comprising 1 (one) arbitrator, mutually appointed by the Parties. The arbitration proceedings shall be conducted in the English language. The award of the Arbitrator shall be binding on the Parties subject to the applicable laws in force and the award shall be enforceable in any competent court of law.
- 9.5. Survival. The provisions of Clause 4 (*Confidentiality*) Clause 8 (*Termination*) and Clause 9 (*Dispute Resolution*) shall survive the termination of this Agreement.

10. MISCELLANEOUS

- 10.1. Applicable Laws. Each Party will comply with applicable laws, rules, regulations, orders, ordinances and government requirements.
- 10.2. Notices: All notices must be written and will have been given (a) when delivered by hand, (b) on the next business day, if delivered by a recognized overnight courier, (c) on the third business day if mailed (by certified or registered mail, return receipt requested) or (d) upon confirmed facsimile transmission to the following addresses or email address:

Company

Attention: Airblack Technologies Private Limited

Email: info@airblack.com

Service Provider

Attention: **Vaishnavi Nigam**

Email: vnigam416@gmail.com

- 10.3. Entire Agreement of the Parties. This Agreement signed between the parties and the Schedules annexed thereto set forth the entire agreement of the Parties relating to the Services rendered by the Service Provider and supersedes all prior written or oral understandings, agreements or representations by or between the Parties with respect to these subjects. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the Party to be charged.
- 10.4. Waiver. No delay or failure by a Party in exercising any right, power or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power or privilege will preclude the further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
- 10.5. Survival. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall so survive.
- 10.6. Force Majeure. If either Party is delayed or prevented from performing due to a cause beyond its reasonable control, including without limitation, strike, labour or civil unrest or dispute, embargo, blockage, work stoppage, protest, or acts of God, the delay will be excused during the continuance of the delay and the period of performance will be extended as reasonable after the cause of delay is removed. If a delay continues for a period of more than 15 (fifteen) days, either Party may terminate this Agreement upon written notice to the other Party and the Company will pay the Service Provider for all Services rendered until the effective date of termination. In the event that the Company has paid monies over and above the Services rendered by Service Provider then the same shall be refunded by Service Provider to the Company.
- 10.7. Severability. If any provision of this Agreement is held invalid, void, or unenforceable to any extent, that provision will be enforced to the greatest extent permitted by law and the remainder of this Agreement and application of such provision to other persons or circumstances will not be affected.
- 10.8. Indemnity. The Service Provider, at all times during the course of her/his engagement (and even after the termination of this Agreement) agrees to indemnify and keep indemnified the Company and its agents, directors, officers, employees, and affiliates against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any fraud, negligence or misrepresentation committed by the Service Provider. This right of indemnification shall be in addition to and without prejudice to any other rights or remedies that the Company may have in law or equity.
- 10.9. Assignment and Succession. The Service Provider may not assign this Agreement without the Company's prior written consent. The Company may assign the Agreement without consent of the Service Provider to an entity which is controlling the Company, in common control with the Company or controlled by the Company. This Agreement benefits and will be binding upon the Service Provider, the Company, and their respective successors, and permitted assigns.



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www.airblack.com CIN:U72100HR2019PTC0793

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the day and year first above written.

For and on behalf of Company

A handwritten signature in blue ink, appearing to read 'Videt Jaiswal', with a horizontal line underneath.

Name: Videt Jaiswal

Designation: CEO and Founder

Service Provider

Name: Vaishnavi Nigam



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SCHEDULE 1

DETAILS OF SERVICES

- You will be operating in the capacity of a Business Development -Associate and will be responsible for meeting the revenue target of the company within the stipulated time period as shared by the organisation
- Mandate the maintenance of accurate sales records and timely submission of reports.
- Will be compliant to all company policies and process, which may change time to time as per discretion of the management



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SCHEDULE 2

DETAILS OF SERVICE FEES

- The service provider will be getting a monthly payout of INR 27,800 per month. You shall also be eligible for performance based incentives.
- The payment credited to the service provider's bank account shall be post the deduction of TDS, as applicable.