

SERVICE AGREEMENT

The Service Agreement (herein referred to as "Agreement") lays down the terms of engagement agreed upon by the Company and the Consultant.

The Service Agreement is executed on <> day of <> 2020 (Extension date)

BY AND BETWEEN

<NetYogi India Private Limited><U72900WB2020PTC238510> a Private Limited Company incorporated and validity existing under the Company's Act 1956/2013 and having registered office<Kolkata>(herein referred to as the "Company") which expression shall unless it be repugnant to the extension or meaning thereof, be deemed to mean and include the successors and permitted assigns)of the FIRST PARTY.

AND

<Consultant's name>son of ,Father's Name>uid pan<insert adhar number or PAN> an individual residing at<address>(herein referred to as the "Consultant") which expression shall unless repugnant to the meaning of the context hereof be deemed to include all heirs, executors and administrators)of the SECOND PARTY

The "Company "and the "Consultant" are herein after individually referred to as the "Party "and collectively as the "Parties"

WHEREAS THE Parties hereto desire to enter into this Agreement to define and set forth the terms and conditions of engagement of the Consultant by the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISE AND COVENANTS THEREIN CONTAINED, THE PARTIES HERETO AGREES AS FOLLOWS

1. Terms and Conditions of engagement

1.1The Consultant has been engaged from(DD/MM/YYYY) which shall also be deemed as the date of acceptance of these terms to provide the Company with the services described in schedule A(the "scope of Service'),together with such other services as may be reasonably requested in connection with the Agreement.

1.2The Consultant agrees to perform the services in a timely manner and to exercise all reasonable skills and care in performance of the service.

1.3He shall provide the Company promptly with any information, data or documents which may be reasonably required in connection with the services under the Agreement.

1.4 Unless otherwise agreed by the Parties in Writing the Company shall at its own expense supply the Consultant with all necessary documents and materials and all necessary data or other information ("Data") relating to the services, within sufficient time to enable the Consultant to provide the Services in accordance with the Agreement.

1.5 The Company shall provide reasonable co-operation to the Consultant in relation to the performance of the Services by the Consultant mentioned under this Agreement.

2. Terms

The initial tenure of Agreement will be for 2(Two) years that is from (DD/MM/YYYY) till (DD/MM/YYYY)(Initial Term)

3. Fees and Expenses

3.1 Subject to any special term agreed in writing by the Parties, the Company shall pay the Consultancy fees and charges from time to time for the provision of services as set out in the Schedule B(the Fees)

3.2 The tax will be deducted as per the applicable laws

3.3 The Company shall reimburse the Consultant for all the out of pocket expenses incurred by him in connection with the Services, provided the Consultant shall issue proper receipt of such expenditure.

4. Duties and Obligations

4.1 The Consultant shall diligently provide his services and execute all the assignments and projects on timely manner with the highest professional standard and ethical business practices.

4.2 Consultant shall obtain and maintain such licenses, permission and membership required for him to perform the Services as mentioned in this agreement.

5. Representations and Warranties

5.1 Each Party hereby represents and warrants that-

5.1.1 It has the requisite power, legal capacity and authority to enter into this Agreement and to perform its obligations hereunder.

5.1.2 Nothing contained in any Agreements or Applicable Laws prohibit it from entering into same performing its obligations under the Agreement or that would conflict with the terms of the Agreement.

5.1.3 This Agreement constitutes a legal valid and binding obligation of it enforceable against it in accordance with the terms of this Agreement.

6. Confidentiality

6.1. All information relating to the Company or given by the Company to the Consultant pursuant to the Agreement, either in tangible or intangible form shall be deemed to be confidential (hereinafter referred to as confidential information) for the purpose of agreement.

6.2 The Consultant shall not use Company's confidential information for any purpose other than as required to perform its obligations under this Agreement and shall ensure that the Consultant's representatives do not disclose to any person any confidential information of the Company at any time or make or authorize any public or private announcement or communication concerning the Agreement.

6.3 The Consultant shall also ensure that its representatives are provided access to Company's confidential information only on a need-to-know-basis and solely for the performance of this Agreement and such representatives shall be bound by the same obligation. If the Consultant is required to disclose any of the Company's confidential information to the statutory authority; promptly upon receiving this disclosure request, but to extent legally permissible, the Consultant will provide notice to the company about such disclosure requirement and assist in resisting such disclosure.

6.4 The Consultant agrees that the confidential information which has been or will be disclosed by or on behalf of the Company will be received by the Consultant in confidence and will be used only for performance under and in accordance with the agreement.

6.5 The Consultant acknowledges and agrees that the confidential information constitutes valuable, special and unique assets of the business and Company. Accordingly the Consultant agrees that in the event of any breach of the clause; in addition to any other remedies at law or in equity the Company shall be entitled to equitable relief, including injunctive relief and specific performance

6.6 The disclosure and supply of the confidential information shall in any case or for any reason whatsoever, not cause transfer of ownership of such information and assignment of Intellectual Property Rights in connection with the same.

7. Intellectual Property Rights

All Intellectual Property Rights comprised in any and all materials (including software, source code, documentations, data, concepts and Idea) or any part thereof created or developed (whether jointly or independently, by either Party) during the term of Agreement (collectively the "Data") shall, unless otherwise expressly agreed between the Parties, be deemed to be irrevocably assigned to and vest in the Company upon creation without further change. If required by the Company, Consultants shall do all things and sign all documents necessary to vest all such Intellectual Property Rights assigned or otherwise transferred or granted to the Company under this Agreement.

8. Termination

8.1. The Company may terminate the Agreement immediately upon written notice to the Consultant if-

a) The Consultant is unable to perform the Services or has materially or repeatedly breached any of the terms of the Agreement, or

b) He fails to meet the required qualification or any act that demonstrates a disregard on his part for the reputation or legitimate business interests of the Company as determined in the reasonable discretion of the Board of Directors of the Company.

c) He is unable to perform the Services or any part of them in a manner which is unsatisfactory to the Company. In case where the Company reasonably considers the dispute in performance to be remediable, they will give 30(Thirty) days to remedy the problem to their satisfaction or

d) Consultant's membership with the regulatory or professional body (such as Medical Council of India, Bar Council of India) is cancelled, forfeited, terminated or no longer valid for whatsoever reasons, including any disciplinary action taken by the concerned authority.

Such terminations shall be without prejudice to any rights which might have been acquired prior to termination.

8.2 Either Party may terminate the agreement

a) Without reason, by giving (Mention the number of days), notice during the initial 6(six) months.

b) After 6(six) months, without reason, by giving (Mention the number of days) notice to the other party

9. Notice

All notice under this agreement shall be written in English and shall be sent by hand or by courier or by facsimile to the applicable Party. Party at the contact details indicated below or to such other address or facsimile number as a Party shall designate by similarly giving notice to the other Parties.

A) If to <NetYogi India Private Limited>, at:

Address 330/265 Dakshin Behala Road

Email Info@netyogi.in

Attention _____

b) If to Consultant, at:

Address _____

Email _____

Attention _____

10. Miscellaneous

10.1. Severability

If any term, condition, provision covenant or clause, of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, covenant, and restrictions of the agreement shall remain in full force and effect and shall in no ways be affected, impaired or invalidated.

10.2. Further Acts of Assurance

Each Party hereto shall co-operate with the other and execute and deliver to the other such instruments and documents and perform(or procure the performance of)such other actions as may be required under Applicable Laws or as may be necessary or reasonably requested from time to time in order to carry out, give effect to and confirm their rights and intended purpose of the Agreement, provided that no such document or agreement shall be inconsistent with the spirit and intent of this Agreement.

10.3. Nature of Relationship

The arrangements between the Parties under the Agreement have been entered into on a principal-to-principal basis and do not create any employee-employer relationship between the Parties. Nothing contained in the Agreement shall be deemed to create any partnership, joint venture, between the Parties or a merger of their assets or their fiscal or other liabilities or undertakings or create any employment or relationship of principal and agents between the client and or its representatives, employees, and agents and the Service Provider. None of the Parties shall have any right, power or authority to enter into any agreement for or on behalf of or incur any obligation or liability of or to otherwise bind the other Parties.

10.4Dispute Resolution

In the event of any dispute under this Agreement the same shall be amicably settled between the Parties. If any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by both the Parties. The award given by the arbitrator shall be final and binding on both the Parties. The language of the Arbitral Proceedings shall be in English. The Arbitration shall be governed by the Arbitration and Conciliation Act 1996 and the place of arbitration shall be at<< Name of the city>>

10.5. Governing Law

The Agreement shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of competent courts at<< Name of the city>>

10.6. Entire Agreement

The Parties hereto confirm and acknowledge that the Agreement shall constitute the entire agreement between them and all earlier agreements, arrangements, letters, correspondence, understandings etc., either written or verbal communication with respect to the subject matter herein stand suspended by the agreement, modification or addition to the agreement shall be binding on either of the Parties hereto unless set forth in writing and executed by Parties through their daily authorized representation.

IN WITNESS WHEREOF the Parties hereto have executed Their Agreement on the day and year first above written.

Signed and delivered for and behalf of

For and on behalf of[NetYogi India Private Limited]

[Insert Signature(& seal where applicable)]

Authorized Signatory

Name:

Designation:

For and on behalf of[Consultant]

[Insert Signature(& seal where applicable)]

Authorized Signatory

Name:

Designation: