

## **AECORD CONSULTANT AGREEMENT**

This AGREEMENT (“Agreement”) is hereby made and entered into on July 2, 2024 14:34 (“Effective Date”) by and between: SUBRAMANYA M, son/daughter of MANJUNATH SETTY H, aged 33 years and residing at B303, Indira, VARA VASUNDARA Apt, BHCS Layout, Banashankari 6th Stage, 1st Block, Uttarahalli, Bengaluru (hereinafter referred to as “Consultant”)

And

AECORD, a unit of NEWARCH DESIGN CONSULTANTS PRIVATE LIMITED which is incorporated under the laws of India with its registered office at 26, 9th Cross Kempana Layout, Hebbal, Bengaluru 560032 (hereinafter referred to as the “Company”)

The Consultant and the Company are each hereinafter referred to as a “Party” and collectively, as the “Parties”.

### **BACKGROUND**

AECORD offers unique features that allow users to easily connect with Architects, Interior Designers, Engineers, Construction, Operations, and Real Estate Experts.

This Agreement sets forth the terms and conditions applicable to the provision of the consultancy services by the respective professional herein as:

- Consultation Fees: The consultation fee is determined based on three criteria- Experience, Expertise and Personal Preference.
- Timing: Consultation slots shall be categorized into different time brackets (15 minutes, 30 minutes, 45 minutes and 60 minutes)
- Consultation Topic: The complexity and specialization of the consultation topic.
- Once the customer makes a booking, the appointment cannot be cancelled.
- Availability and Leave: Professionals are required to specify their availability including holidays, Special Working Days and Hours.
- Users choose the Appointment availability based on the settings configured by the consultants.
- To remain visible on the platform, consultants must maintain a rating above 3 out of 5 to maintain a high standard of service.

### **TERMS AND CONDITIONS:**

- AECORD shall charge a platform fee of 20% of the consultation fee.
- Payments shall be applicable once the consultation is completed and marked as CLOSED in the system.
- Settlements will occur monthly for the consultants who closed the previous month.
- The consultant must notify AECORD within 2 hours if they cannot honour a booking.
- 50% of the consultation fee will be penalised if the consultant does not attend a confirmed appointment.
- Consultant profile shall be disabled if there are consecutive 3 NO SHOWS OR MORE THAN 5 NO SHOWS IN A MONTH.
- Using our platform, consultants and clients agree to adhere to the AECORD terms and conditions.

### **AGREEMENT**

NOW THEREFORE, in consideration of the mutual agreements and covenants hereafter set forth, the Parties hereto agree as follows:

“Deliverable” for the purposes of this Agreement shall mean any report, document, paper, drawing, design, presentation, photo, graphic, logo, typographical arrangement, software or any other material not including the Pre-existing Material that is provided by the Consultants and represented to be the final deliverable in performing the Services under this Agreement.

“Intellectual Property Rights” for the purposes of this Agreement shall mean patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of India.

## 1. Confidentiality

Each Party understands and acknowledges that it may receive Confidential Information (“Receiving Party”) of the other Party (“Disclosing Party”) during this Agreement. The Receiving Party shall not disclose the Disclosing Party’s Confidential Information to a third party without the Disclosing Party’s prior written consent. Further, the Receiving Party shall only share Confidential Information with such of its employees and representatives who have a need to know the Confidential Information in relation to the Receiving Party’s obligations under this Agreement and who are subject to confidentiality obligations which are no less onerous than contained in this Agreement.

“Confidential Information” shall mean any confidential or proprietary information, of a Party, in any form, including but not limited to the information relating to the such Party’s past, present or future products, services, research and development or business activities (and the terms of this Agreement), that is not in public domain which when disclosed is (a) marked as confidential (b) is identified as confidential at the time of disclosure; or (c) that is manifestly of a confidential nature.

Confidential Information shall not include information that is:

- publicly available prior to this Agreement or is made publicly available by the Disclosing Party without restriction;
- rightfully received by the Receiving Party from third parties without accompanying confidentiality obligations;
- already in the Receiving Party’s possession and was lawfully received from sources other than the Disclosing Party;
- independently developed by the Receiving Party.

## 2. Warranty and Disclaimers

The Consultant warrants to the Company that he: (i) has all necessary rights and authority to enter into and perform this Agreement; (ii) has no conflict of interest in respect of any third party obligations that he is bound by, in performance of this Agreement.

The Consultant hereby disclaims, and the Company expressly waives all other conditions, representations and guarantees, whether express or implied, arising by law, custom, oral or written statements of the Consultant or third parties including, but not limited to, any warranty of merchantability or fitness for particular purpose or of error-free and uninterrupted use or of non-infringement except to the extent expressly provided in this agreement.

## 3. Termination

Either Party may terminate this Agreement by issuing a written notice of termination to the other Party.

## 4. Nature of Relationship

The Consultant is engaged by the Company in the capacity of an independent service provider to render the Services in accordance with the terms of this Agreement. Nothing in this Agreement shall be construed to mean that the Consultant is an employee, worker, agent or partner of the Company. Nothing in this Agreement shall be construed to have created a joint venture between the Parties.

## 5. Limitation of Liability

In no event shall the Consultant be liable to the Company, its employees or any person acting on its behalf, whether in contract, tort (including negligence) or otherwise for any loss of goodwill, any loss of business, profits or revenue, loss of operation time, increased costs or wasted expenditure, damages of any kind including special, indirect, incidental, consequential, punitive, exemplary, or tort damages arising out of or relating to this Agreement.

#### 6. Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts of god, acts of civil or military authority, fire, flood, strikes, war, epidemics, shortage of power, or other acts or causes reasonably beyond the control of such Party. The Party experiencing the force majeure event agrees to give the other Party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

#### 7. Non-exclusivity

The Services provided by the Consultant under this Agreement is not exclusive to the Company and the Consultant shall have the right to enter similar arrangements with any third party without the knowledge or consent of the Company. Nothing in this Agreement shall prevent the Consultant from being engaged, concerned or having any financial or other interest in any capacity in any other business or entity during this Agreement as long as such activity does not cause a breach of the obligations of the Consultant under this Agreement.

#### 8. Delivery by Electronic Means

This Agreement, to the extent signed and delivered by electronic means, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

#### 9. Entire agreement

This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.

#### 10. Severability

If any provision of this Agreement is held to be unenforceable or invalid, the other provisions shall continue in full force and effect.

#### 11. Governing Law and Dispute Resolution

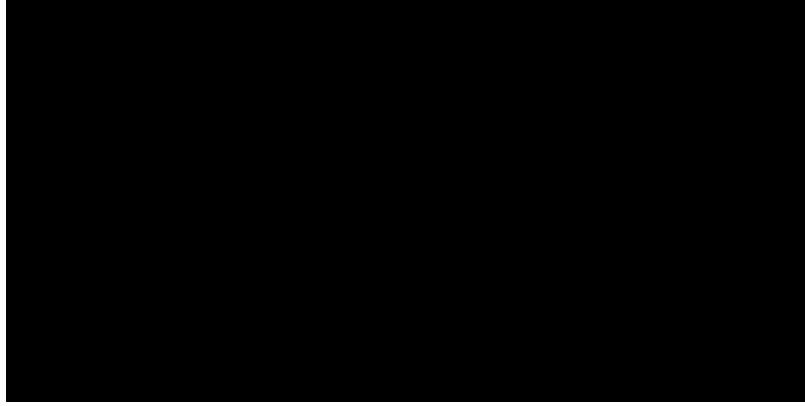
This Agreement shall be interpreted in accordance with the substantive laws of the Republic of India, exclusive of any choice of law provisions. Any dispute arising under this Agreement shall be within the sole and exclusive jurisdiction of competent courts in Bengaluru.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date:

Consultant Name: SUBRAMANYA M

Title: CONSULTANT

Date: July 2, 2024 14:34



For the Company

Name: AECORD

No.26, 9th Cross, Kempana Layout, Hebbal, Bengaluru 560032:

Date: July 2, 2024 14:34