

7-May-2022

Consultant Agreement

This Consultant Agreement (the “Agreement” or “Consulting Agreement”) states the terms and conditions that govern the Consultant agreement between **Merlyn Sarah Andrews** (the “Consultant”), and BetterPlace Safety Solutions Private Limited (the “Company”), parties agree to be bound by this Agreement.

WHEREAS, the Consultant offers consulting services in the **HR Executive - Rewards**

WHEREAS, the Company desires to retain the services of the Consultant to render consulting services with regard to Consultant Operations according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Company (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follow and perform the services related to business as mentioned in service description below.

SERVICES DESCRIPTION AND RESPONSIBILITIES

The Consultant agrees that it shall provide its expertise to the Company for all things pertaining to Consultant Operations (“Consulting Services”) as follows:

- Take complete ownership of their daily assigned work and deliver at expected throughput.
- Entering customer and account data from source documents.
- Reviewing data for deficiencies or errors, correcting any incompatibilities, and checking output.
- Executing quality check, google check and uploading data in the portal.
- Accurately updating the verification status / reports in the portal.
- Outbound calling & verifying information with the client.

CONSULTANCY PERIOD

This Agreement shall begin on **23-Jun-2022** and shall continue for **9 months**, based out of **Bangalore**. Company may extend or terminate this Agreement or engagement for any reason with respect to, but not limited to the points incorporated in Annexure A.

CONSULTANCY FEE AND EXPENSES

In consideration for the Consulting Services, the Company shall pay the Consultant at the rate of mentioned in **Annexure B**. The Consultant shall invoice the Company once every month and such invoices shall be due and payable within 5 working days of the Company’s receipt of the invoice.

INTELLECTUAL PROPERTY RIGHTS IN WORK PRODUCT

The Parties acknowledge and agree that the Company will hold all intellectual property rights in any work product resulting from the Consulting Services including, but not limited to, copyright and

trademark rights. The Consultant agrees not to claim any such ownership in such work product's intellectual property at any time prior to or after the completion and delivery of such work product to the Company.

CONFIDENTIALITY

The Consultant shall not disclose to any third party any details regarding the Company's business, including, without limitation any information regarding any of the Company's customer information, business plans, or price points (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Company, or (iii) use Confidential Information other than solely for the benefit of the Company. This clause will survive the termination of the agreement.

NON-COMPETITION

During the term of this Agreement and for 6 months thereafter, the Consultant shall not engage, directly or indirectly, as an employee, officer, manager, partner, manager, consultant, agent, owner or in any other capacity, in any competition with the Company or any of its subsidiaries, including any company engaged in a similar business activity.

NONSOLICITATION OF CUSTOMERS

During the term of this Agreement and for 6 months thereafter, the Consultant will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's clients, prospects, employees or contractors.

NONSOLICITATION OF EMPLOYEES

During the term of this Agreement and for 6 months thereafter, the Consultant will not, directly or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of the Company's employees, or contractors for work at another company.

INDEMNIFICATION

The Consultant agrees to indemnify, defend, and protect the Company from and against all lawsuits and costs of every kind including legal fees due to any act or failure to act by the Consultant based upon the Consulting Services.

NO MODIFICATION UNLESS IN WRITING

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

APPLICABLE LAW

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws India and subject to the exclusive jurisdiction of the courts located in

Bengaluru, Karnataka.

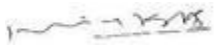
IN WITNESS WHEREOF, the parties have signed their names on the day and year first above written

SIGNED AND DELIVERED BY THE WITH NAMED "CONSULTANT"

Candidate Name: Merlyn Sarah Andrews

Consultant Signature:

SIGNED AND DELIVERED BY THE WITH NAMED "COMPANY" BETTERPLACE SAFETY SOLUTIONS PRIVATE LIMITED



**Pravin Agarwala
Co-Founder, CEO**

Annexure A

Consultant understand and agrees to the terms and conditions, as set forth, in this Agreement.

Terms & Conditions:

1. Relationship Between the Parties: There shall be no employee-employer relationship between you and BetterPlace Safety Solutions Private Limited. The relationship between the Parties established by this Agreement is of a Consultant and Company as independent transacting parties. Nothing in this Agreement shall be construed to (i) the parties as principal and agent, employer and employee, partners, joint ventures, co- owners or otherwise as participants in a joint undertaking; (ii) restrict either party's operational/commercial latitude in terms of executing Services for domestic/overseas third parties.
2. Considering the above mentioned point you shall not be eligible for employee benefits i.e. PF, ESI etc.
3. The emoluments / benefits due to you will be liable / subject to tax in accordance with the provisions of the Indian Income Tax Act and Rules made thereunder as also other applicable laws, if any, as may be in force from time to time.
4. By accepting this Agreement, you are also explicitly authorizing BetterPlace Safety Solutions Private Limited and any of its appointed verification agencies to conduct a background verification on you.
5. If, during the verification or at any time in the future, it comes to the knowledge of the company that any of the information provided is false or if any relevant information has been withheld, then your engagement with BetterPlace Safety Solutions Private Limited is liable to be terminated without notice or any compensation in lieu thereof.
6. The company may also report any such cases to relevant authorities or trade associations as it sees fit.
7. As part of the engaging formalities, you are required to sign the terms and conditions of the company, which aims to protect the intellectual property rights and business information of the company.
8. While in the term of engagement with the company, you shall not engage or interest yourself in any other service, assignment, business activity or educational course, nor accept any presents, commissions in cash or kind, directly or indirectly, from any person / party / firm / organization having business dealing with us, without express written permission of the company.
9. You are required to sign the code of conduct of the company and follow the same in your day- to-day conduct.
10. In case the company finds during the engagement period that your performance is not in keeping with the experience and knowledge claimed or represented by you, or if you are unable to perform the responsibilities outlined above, it can terminate your engagement with a similar notice or fees in lieu thereof.
11. Either party reserves the right to terminate the engagement for any reason whatsoever by giving one month's notice in writing based on mutually agreed terms and conditions. The company can, at its discretion, waive any part of this notice period without liability on its part.
12. The company also reserves the right to terminate your engagement without any notice or fees in lieu thereof if it finds evidence of any misconduct, disloyalty, commission of any act involving moral turpitude, or any act of aggravated indiscipline on your part. All other standard and general rules, practices and policies of the company, as existing now and as amended from time to time, will be applicable to you and you will be expected to abide by the same.
13. You are required to maintain at all times the highest order of discipline and secrecy as regards the

work of the company and / or its subsidiaries or associate companies. In case of any breach of discipline / trust, your engagement may be terminated by the company with immediate effect.

14. You are also required to sign the secrecy agreement upon your joining. All inventions, improvements, discoveries made by you either alone or with other persons in the course of your work, will become the sole property of the company.
15. You will ensure that patent protections are obtained for such inventions / improvements discoveries in India or elsewhere and assign the same to the company.
16. Consultant shall mark attendance on the Company attendance app as a mandatory process to adhere with.
17. Consultant shall report everyday work over email as a mandatory process to adhere with.

Annexure B

CONSULTANCY FEE AND EXPENSES

Sl. No	Particulars	Amount
1	Consultancy Fees	INR 37,000 / Per month

*TDS will be deducted as per applicable rates

Note:

1. Immediate termination or non-payment or penalty if:
 - 1.1 Consultant does not report to work for more than 3 continuous working days without any intimation.
 - 1.2 Consultant miss-reporting or fudge data/information during any stages of hiring.
 - 1.3 Consultant indulge in miss-communication to potential job seekers or internal team members on any information related to hiring process or jobs.
 - 1.4 Consultant divulge confidential information including but not limited to data, hiring process, Company's Client information and any other information or whatsoever that company deem confidential.
 - 1.5 Consultant shall not use or adopt any processes or technologies that are introduced from time to time.
 - 1.6 Consultant miss-use of Company provided inventory or spaces for unethical activities or malpractices.
2. Invoice to be raised on the last working day of every month as approved by the reporting manager.
3. Payment/Fees shall be paid only for the number of days worked (leave policy of the company is not applicable) post verification of the same in the attendance app along with everyday reporting over email proofs. Payment will be only for the Number of business working days in a month.



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📍 Betterplace Safety Solutions Pvt. Ltd.,
144, 144/1, Shubharam Complex, MG Road, Bengaluru - 560001

I have read, understood and I agree to the terms and conditions, as set forth, in this agreement letter.

Candidate Name: Merlyn Sarah Andrews

Signature & Date;