

SERVICES CONTRACT

This Services Contract (the “**Contract**”) is made and executed on this day October 04, 2023

BETWEEN

Spi Technologies India Private Limited, a company under the provisions of Companies Act, 2013 bearing its Corporate Identification Number U93000PY2017PTC008168 having its Office at RS no: 4/5 & 4/6, Gothi industrial Estate, Kurumbapet, Puducherry – 605 009, India (hereinafter referred to as “**Company**” which term shall mean and include unless repugnant to the context thereof its successors – in – interest and permitted assigns) of the **FIRST PART**;

AND

Smrutika, D/o Laxman Morajkar aged about 24 years, residing at 354, Zarebamber Vimantal Tal Dodamarg Dist Sindhudurg, State: Maharashtra - 416512 (hereinafter referred to as the “**Freelancer**”, which expression shall, unless it be repugnant or contrary to the context thereof, mean and include her legal heirs, legal representatives, successors and assignees) of the **SECOND PART**.

The Company and the Freelancer are hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Company is engaged in the business of data processing and related services, primarily in the typesetting business, including the transformation of unedited manuscripts, supply of structured data and providing end-to-end management services, various management/ and or consultancy services, corporate support services and corporate secretarial services (hereinafter referred to as “**Business**”).
- B. The Freelancer has represented to the Company that Freelancer has the requisite knowledge, expertise, experience and skill to render the Services (as defined below) as contemplated under the terms of this Contract and the Company relying on the representations, covenants and assurances of the Freelancer under this Contract has engaged the Freelancer for providing the services (“**Services**”) as described in **Schedule I** to this Contract, for the consideration and on the terms and conditions as set out hereinafter. Accordingly, the Parties are desirous of recording the terms and conditions of the Contract arrived at by and between them in the manner hereinafter appearing.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the Parties hereto agree as follows:

Spi Technologies India Private Limited, **Regd. Office:** R.S. No. 4/5 & 4/6, Gothi Industrial Estate, Vazhudavur Road, Kurumbapet Revenue Village, Puducherry 605 009, India • Tel: + 91 413 7197600
www.straive.com • CIN: U93000PY2017PTC008168

1. APPOINTMENT OF FREELANCER AND SCOPE OF SERVICES

- 1.1. The Company appoints and the Freelancer accepts the appointment as the Freelancer with effect from October 04, 2023 for providing the Services and deliverables (more particularly set out in **Schedule I** attached herein) and in terms of this Contract.
- 1.2. The relationship of the Freelancer with the Company is that of an independent contractor, and nothing in this Contract will be construed to create a joint partnership, joint venture, or employer-employee relationship. Freelancer shall remain responsible for performance of its Services, in accordance with the terms and conditions of this Contract.
- 1.3. Unless otherwise provided in this Contract, the Freelancer shall have no right or claim against the Company for EPF benefits, ESI benefits, social security benefits, workmen compensation benefits, disability benefits, unemployment benefits, health benefits or any other employee benefits of any kind.

2. OBLIGATIONS AND RESPONSIBILITIES

- 2.1. The Freelancer must perform the following obligations and responsibilities in relation to rendering of the Services:
 - (i) The Freelancer shall be devoted for necessary time, as and when sought or required by the Company in fulfilling his obligations under this Contract. The Freelancer shall exercise Freelancer's best endeavour to ensure that the Services are provided to the Company in an effective and timely manner, in accordance with the terms and conditions of this Contract.
 - (ii) The Freelancer must perform the Services with the highest degree of care, skill and diligence and ensure that all of the Services are performed completely and properly, as per the terms of this Contract. The Services and deliverables provided by the Freelancer are in compliance with this Contract and applicable laws, conform to the recognised professional standards and the Freelancer must at all times safeguard and protect the Company's interest. The Freelancer must provide the Services with the highest standards of integrity and business ethics and the Services must be completed by the Freelancer as per the stipulated timelines set by the Company.
 - (iii) The Freelancer must not make any statement, claim or representation on behalf of the Company, incur any liability on behalf of the Company or in any way pledge or purport to pledge the Company's credit or purport to make any contract binding upon the Company.
 - (iv) The Freelancer must at all times, comply with all relevant legal, regulatory and other mandatory requirements applicable to the performance of Freelancer obligations hereunder.

- (v) The Freelancer must maintain and use the Company Material (as defined below), including but not limited to any books, documents, circulars, files, items, equipment or licenses, which might be furnished to the Freelancer in connection with the Services and deliverables only for the purpose of providing the Services under this Contract and in a prudent manner.

2.2. The Company shall perform the following obligations and responsibilities in respect of this Contract:

- (i) The Company shall not make any statement, claim or representation on behalf of the Freelancer, incur any liability on behalf of the Freelancer without Freelancer's prior written consent.
- (ii) The Company shall undertake timely payment of undisputed fee to the Freelancer as agreed in this Contract.
- (iii) The Company shall assign a Company's representative who will be a primary contact for purposes of this Contract.

3. FEES TO FREELANCER

- 3.1. Subject to Clause 3.4 below, the Company towards the performance of the Services hereunder agrees to pay the Freelancer, an amount as determined in the manner specified under **Schedule II** of this Contract.
- 3.2. The Fees must be subject to tax deducted at source at the applicable rate, for which the Company shall furnish the relevant TDS certificates to the Freelancer at the end of the financial year. The Freelancer must pay and be responsible for payment of all applicable taxes.
- 3.3. The Fees as stipulated under this Contract forms the entire consideration payable by the Company to the Freelancer for the Services. It is hereby clarified that any fees, expenses or costs incurred by the Freelancer in relation to any third party appointed by the Freelancer must be borne exclusively by Freelancer. However, such costs must be reimbursed to the Freelancer by the Company, if such costs were incurred with prior written consent of the Company.
- 3.4. Notwithstanding Clause 3.1 above, the Company reserves the right to withhold the payment of the Fees in full or part, in the event any part of the Services are not provided or performed to as per the terms of this Contract.

4. REPRESENTATION AND WARRANTIES

- 4.1. The Freelancer represents and warrants that:
 - a) the execution, delivery and performance of this Contract, does not and shall not conflict

with, breach, violate or cause a default under any contract, instrument, order, judgment or decree to which Freelancer is a party or by which Freelancer is bound;

- b) freelancer has full right, power and authority to execute, deliver and perform the Services under this Contract;
- c) the performance of all the terms of this Contract do not and will not breach or violate or conflict with any applicable law, rule or regulation, contract already entered into by the Freelancer or any proprietary or other right of any third party;
- d) the deliverables provided by the Freelancer shall conform to the highest industrial standards and the applicable laws;
- e) freelancer has duly obtained and maintains all necessary approvals licenses, permits, authorizations or otherwise as applicable from regulatory or government bodies, as may be required for the performance of Services hereunder;
- f) freelancer will provide, supply information and material to the Company that is correct, accurate and up-to-date and the Freelancer has not made any misrepresentation or given any false, inaccurate or misleading information and material to the Company in any manner whatsoever.

4.2. The Company represents and warrants that:

- a) the execution, delivery and performance of this Contract, does not and shall not conflict with, breach, violate or cause a default under any contract, instrument, order, judgment or decree to which it is a party or by which it is bound;
- b) it has full right, power and authority to execute, deliver and comply with the terms of the Contract;
- c) the performance of all the terms of this Contract do not and will not breach or violate or conflict with any applicable law, rule or regulation, contract already entered into by the Company or any proprietary or other right of any third party;

5. **CONFIDENTIALITY**

5.1. In order to protect the confidentiality of such information and without prejudice to every other duty which the Freelancer has to keep secret all information given to Freelancer or obtained by Freelancer in the course of this Contract (whether or not marked as Confidential), the Freelancer shall not, except with the prior written consent of the Company and in the proper performance of her duties under this Contract, either during the Term of this Contract or at any time after the termination of this Contract (howsoever caused), use for Freelancer's own benefit

or for the benefit of any other person, company or other undertaking (other than the Company) or, except as required by law, a court or tribunal of competent jurisdiction or any applicable regulatory or statutory authority or body, directly or indirectly, divulge or disclose to any third party any Confidential Information which has come or may come to Freelancer's knowledge during this Contract or previously or otherwise.

- 5.2. Either during the Term of this Contract or at any time after the termination of this Contract (howsoever caused), the Freelancer must prevent the publication, divulgence or disclosure by third parties of any Confidential Information. In the event that the Freelancer is requested or required by a governmental authority, whether by oral questions, interrogatories, requests for information of the Company, the Freelancer must provide the Company with prompt notice of such requests so that Freelancer may seek an appropriate protective order to similar relief, or if appropriate, waive compliance with the provisions of this Clause 5.
- 5.3. The Freelancer acknowledges and agrees that in the event of breach of this Clause 5, damages may not be an adequate remedy for the Company and the Company shall have the right to obtain any other remedy available to it under this Contract or under applicable law, including without limitation remedies of injunction or specific performance of obligations.
- 5.4. The restrictions contained in this Clause 5 (Confidentiality) shall cease to apply to any Confidential Information which:
 - a. was generally publicly available at the time of Freelancer's disclosure or is subsequently made available to the general public without restriction and without breach of this Contract; or
 - b. was known by the Freelancer at the time of disclosure without restrictions on its disclosure or use or was independently developed by the Freelancer without breach of this Contract; or
 - c. is disclosed with the prior written approval of the Company; or
 - d. is disclosed to the extent that such disclosure is required by law. If the Freelancer is obliged to make such disclosure, Freelancer must forthwith notify Company of the requirement to disclose and shall reasonably cooperate with the Company in order to avoid or limit such disclosure and disclose the Confidential Information in a way that secrecy is duly safeguarded up to the legally admissible extent

For the purposes of this Contract, "**Confidential Information**" means all information of a confidential nature, including Intellectual Property Rights in the deliverables and other technical know-how, financial and proprietary information in relation to the business, product as well as relating to the affairs of the Company disclosed verbally or by any other means and whether directly or indirectly or which otherwise comes to the knowledge of the Freelancer in the course of Freelancer's duties as a Freelancer of the Company by the Company whether

before or after the date of this Contract, including for the avoidance of doubt, the terms of this Contract, the Services provided under this Contract and any matter referred to herein.

5.5. **Security and control processes**

5.5.1. The Freelancer must ensure the security, integrity and confidentiality of Confidential Information, to protect such Confidential Information against any anticipated threats or hazards to the security or integrity of such information, and to protect against unauthorized access to, or use of Confidential Information that could result in substantial harm or inconvenience to Company or any of its subsidiaries, affiliates, group companies, associates or licensees or otherwise. The obligation to maintain confidentiality of any documents and materials forming part of Confidential Information shall survive the termination of this Contract.

5.5.2. The Freelancer hereby agrees to follow sufficient security practices, control processes and checks in respect of the Services provided by Freelancer hereunder, including steps for protection of information provided by the Company and shall keep Company informed about the security practices, control processes and checks implemented/put in place by Freelancer whenever requested by the Company. Company shall also have the right to continuously monitor or assess the Freelancer in order to ensure compliance with the provisions of this Contract.

5.5.3. The Freelancer must ensure enough security measures are implemented to ensure continuity of business in case of a force majeure event or disaster event including provisions to ensure adequate back-up of the records and information

5.6. Upon completion of the Services, project or termination of the Contract (whichever is earlier), the Confidential Information and all copies thereof shall be (i) in the case of physical copies, destroyed or (ii) in the case of electronic copies, deleted by the Freelancer within seven (7) days of a request for such return, destruction, deletion by Company or termination/ expiry of the Contract by either Party (whichever is earlier).

6. **INTELLECTUAL PROPERTY**

6.1. The Freelancer acknowledges that all rights, title and interest, including any Intellectual Property Rights in and to the deliverables which the Freelancer may make, develop, create or originate in relation to the provision of Services, either solely or jointly with another or others, during the Term of this Contract shall vest solely with the Company. To the extent that the deliverable cannot be assigned or licensed, the Freelancer hereby waives all Freelancer's rights, title and interest, including moral rights in the deliverables in favor of the Company and accordingly, agrees not to assert any such rights against the Company or otherwise challenge the ownership of the deliverables by the Company.

All assignments / licenses granted by the Freelancer shall not lapse or revert or be deemed to lapse or revert to Freelancer. The Freelancer must ensure compliance of these obligations by all third parties (if any) and shall obtain necessary clearances in favour of the Company in writing.

- 6.2. Freelancer may use pre-existing proprietary methodologies, processes, software, tools, products, ideas, know-how, algorithms, models, enhancements, sequence, logic, structure, technology, other proprietary rights and any improvements thereof owned by Freelancer and developed independently from the Services and Company materials to perform the Services (“Freelancer Background IP”). Freelancer retains ownership of the Freelancer Background IP. To the extent Freelancer incorporates or includes any Freelancer Background IP in deliverables, Freelancer hereby grants to Company a non-exclusive, irrevocable, unlimited, worldwide license, with the right to sublicense Freelancer’s Background IP for all purposes in connection with the applicable deliverables; provided that Company may not separately sell or market Freelancer Background IP as a stand-alone product to others.
- 6.3. The Freelancer must assist the Company or Freelancer’s assignee to secure Company’s rights in the deliverables or any other related rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Company deems necessary in order to apply for and obtain such rights.
- 6.4. The Freelancer represents and warrants that: (i) all deliverables must be the original work of Freelancer; (ii) the deliverables do not infringe the Intellectual Property Rights of any third party or violate any law or regulation in force; (iii) the deliverables shall not violate the right of privacy or publicity of any third party; (or) (iv) the deliverables must not contain any virus, worm, or any other device that is injurious or damaging to software or hardware, that may be used in conjunction with the deliverables or any other related rights thereto.
- 6.5. If a claim alleging that the deliverables infringe a third party’s rights is brought, or Company believes one may be brought, Freelancer shall, without prejudice to any other remedy available to the Company under this Contract or under applicable law, at the Company's option and Freelancer’s expense to (i) modify the deliverables to avoid the allegation of infringement, while at the same time maintaining compliance with the requirements of the deliverables and Services under this Contract; (ii) obtain a license for Company to continue using and exploiting the deliverables in accordance with this Contract; or (iii) substitute the deliverables for non-infringing deliverables while maintaining compliance with the requirements under this Contract, as may be applicable
- 6.6. The Freelancer shall not anywhere in the world, (i) take any action (or omit to take any action where required), such that it jeopardizes or prejudices the rights, title and interests of the Company in and to such deliverables, (or) (ii) challenge, either directly or indirectly, the validity or ownership of the Intellectual Property Rights of the Company in the deliverables; (or) (iii) shall not assert ownership over any of the deliverables of the Company during the course of this Contract or thereafter.

- 6.7. The Freelancer must immediately bring to the attention of the Company any improper or wrongful use of the deliverables of the Company which comes to the notice of the Freelancer and will, in the performance of Freelancer duties under this Contract, use every reasonable effort to safeguard the proprietary rights and interests of the Company in the deliverables.

For the purposes of this Contract, “**Intellectual Property Rights**” means and includes (without limitation) rights or licenses to use all trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, approvals, governmental authorizations, trade secrets and other similar rights necessary to use the deliverables. Freelancer ensures that the Intellectual Property Rights in deliverables do not infringe trademark, trade name rights, patents, patent rights, copyrights, inventions, licenses, service names, service marks, service mark registrations, trade secret or other similar rights of others of any third party, and, there is no claim, action or proceeding being made or brought against Freelancer, being threatened against, the Freelancer regarding trademark, trade name, patents, patent rights, invention, copyright, license, service names, service marks, service mark registrations, trade secret or other infringement; and the Freelancer is unaware of any facts or circumstances which might give rise to any of the foregoing.

6.8. Use of Company Material

- i. Company hereby grants to Freelancer a cost-free, non-exclusive limited license to use such of the Company Materials as Company deems necessary for the purpose of providing deliverables only to the extent necessary to enable the Freelancer to discharge his obligations to Company hereunder. For the purpose of this clause “**Company Material**” shall mean and include all Company technology, materials, books, data, content, software, intellectual property rights, know-how and confidential information, including without limitation, all versions (whether finalized or in development) of Company products and services.
- ii. Freelancer acknowledges that the Company Materials are confidential and proprietary products that they embody valuable trade secrets of Company, and that Company has certain Intellectual Property Rights in and to the Company Materials. Freelancer agrees to retain and treat Company Materials in confidence, and shall not provide, disclose or otherwise make available Company Materials, or any part thereof, in any form to any person or entity.
- iii. Freelancer acknowledges and agrees that nothing in this Contract constitutes, or shall be construed to constitute, any transfer of title or ownership with respect to Company Materials or any other technology and know-how including without limitation transfer of any Intellectual Property Rights, improvements, enhancements, sequence, logic, structure, and other proprietary rights therein, now or hereafter existing.

iv. Company has (and throughout the term of this Contract will have) all necessary rights, title, and interest in and to any Company Materials furnished by Company to Freelancer hereunder.

6.9. The Freelancer acknowledges and agrees that in the event of breach of this Clause 6, damages may not be an adequate remedy for the Company and the Company shall have the right to obtain any other remedy available to it under this Contract or under applicable law, including without limitation remedies of injunction or specific performance of obligations.

7. TERM AND TERMINATION

7.1. **Term:** This Contract shall commence on and with effect from the Effective Date and shall continue for the period of **Six (6) months** thereafter (“**Term**”). This Contract may be renewed for such further period and on such terms and conditions as may be mutually agreed upon in writing by the Parties.

7.2. **Termination:** This Contract may be terminated by the Company:

(a) In an event the Freelancer:

- (i) suspends the performance of the Services for a period of 15 (fifteen) days or more, for reasons directly (or) indirectly and solely attributable to Freelancer ; or
- (ii) commits any breach of Freelancer’s duties or obligations, representations under this Contract; or
- (iii) assigns or transfers any portion of this Contract to a third party without the prior written consent of the Company, or makes any attempt to do so; or
- (iv) commits any fraudulent act/omission which results in or could, in the opinion of the Company, result in loss or damage to the Company or which could be detrimental to the business, goodwill, brand name and social interest or reputation of the Company.

(b) Without assigning any reasons by providing the Freelancer prior written notice of fifteen (15) days.

Consequences of Termination: Upon termination of the Contract, the following consequences will follow:

(a) the Freelancer shall cease all operations of Services as directed by the Company.

- (b) The Freelancer shall immediately (i) return or erase or destroy all or any part of Confidential Information belonging to the Company in its possession or in control; (ii) return to the Company all other document(s) being exclusive property of the Company including but not limited to models, designs, drawings, documents, procedures, lists, manuals, bulletin, forms or any documents, designs, drawings in possession/control of the Freelancer prepared in relation to the Services which have become intellectual property of the Company (iii) cease to use the Intellectual Property of the Company and/or name of the Company in its communication with the third parties, cease to display name of the company on promotional materials in its business;

8. INDEMNITY

1. The Freelancer must indemnify and shall always keep indemnified and hold harmless the Company, its directors, employees and agents from and against all losses and all actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses relating to or in any way arising out of (i) any breach of terms of this Contract by the Freelancer, or failure in performance or observance of the roles, functions, responsibilities and Services as specified in this Contract; (ii) gross negligence, misrepresentation, fraudulent act by the Freelancer (iii) failure by the Freelancer to comply with the provisions of any applicable law or regulations with respect to performance of Services under this Contract; (iv) for breach of its obligations as provided under the Clause 5; (v) any part or all of the deliverables and any performance of the Services infringing, having infringed any third party's Intellectual Property Rights;
2. The Freelancer agrees that without the prior written consent of the Company, Freelancer will not assign, sell, transfer, delegate or otherwise dispose of , whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Contract nor shall Freelancer's rights be subject to encumbrance or the claims of creditors.

9. DISPUTE RESOLUTION

In the event of any dispute regarding the interpretation and/ or implementation of the aforesaid terms and conditions herein, the same shall be resolved amicably at the first instance within 15 (fifteen) days by the Parties. Thereafter, any dispute pertaining to the terms and conditions of this Contract which cannot be settled amicably within the aforesaid period shall be settled by arbitration. The arbitration shall be held in accordance with the provisions of Arbitration & Conciliation Act, 1996 before a sole arbitrator to be appointed by the Company. The place and seat of arbitration shall be Chennai. Arbitral award shall be binding on the Parties. The language of the arbitration shall be English. Cost of the arbitration shall be borne by the respective Party as decided in the arbitral award. Any award of the arbitrator whether interim or final shall be subject to the jurisdiction of the courts in Chennai alone.

10. APPLICABLE LAW AND JURISDICTION

This Contract shall be governed by and construed in accordance with the laws of India and the courts at Chennai shall have exclusive jurisdiction.

11. AMENDMENTS AND NOTICE

11.1. This Contract may not be modified or amended except in writing signed by a duly authorized representative of the Company and by the Freelancer.

To the Freelancer:

Smrutika,
D/o Laxman Morajkar
354, Zarebamber Vimantal Tal Dodamarg Dist
Sindhudurg, State: Maharashtra - 416512

Email :

smrutimorajkar12@gmail.com

To the Company:

**SPI Technologies India Private
Limited**, RS no: 4/5 & 4/6, Gothi
industrial Estate, Kurumbapet,
Puducherry – 605 009, India

For the attention of: Manoj P.

Email : manoj.menon@straive.com

11.2. Any notice to be served under this Contract by any of the Parties herein shall be deemed to have been duly served if sent by registered post at the address given below unless some other address is specially communicated by the Party herein:

12. MISCELLANEOUS

12.1. Neither Party shall be liable for delay or failure in performing hereunder if caused by a factor beyond its reasonable control (“**Force Majeure Event**”), provided that the Party so affected by a Force Majeure Event promptly notifies the other Party in writing and makes every effort to promptly resume performance. Performance shall be deferred until such cause of delay is removed; provided, however, that if performance cannot be resumed within 30 (thirty) days by the Freelancer, then the Company may terminate this Contract immediately upon written notice.

12.2. This Contract is entered into by the Parties on a non-exclusive basis and the Company is free to engage any other Freelancer for services similar to the Services provided under this Contract.

12.3. The failure of Party to enforce at any time any of the provisions of this Contract or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Contract or any part hereof or the right of any such Party thereafter to enforce each and every provision of this Contract.


12.4. This Contract may be executed in counterparts, each of which will constitute an original, and

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all of which will constitute one and the same instrument.

- 12.5. This Contract together with the Schedules hereto constitutes the complete and exclusive contract between the Parties concerning its subject matter and supersedes all prior or contemporaneous contracts or understandings, written or oral, concerning the subject matter of this Contract.
- 12.6. If any term, provision, covenant or condition of this Contract is held invalid or unenforceable by a court, for any reason, the remainder of the provisions will not be affected, impaired or invalidated, but will continue to bind the Parties and will continue in full force and effect as if the Contract has been executed with the invalid portion eliminated and the Parties shall negotiate to agree on a mutually satisfactory provision to substitute the provision found to be invalid or unenforceable.
- 12.7. Clauses in connection with Confidentiality, Intellectual Property, Termination, Indemnity, Dispute Resolution, Applicable Law and Jurisdiction and Notices shall survive the termination of this Contract along with such other provisions which by their nature survive the termination. All the other provisions of this Contract shall lapse and cease to have effect upon termination of this Contract provided that neither the lapsing of those provisions nor their ceasing shall affect any accrued rights or liabilities of any Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date first specified above:

<p>For Spi Technologies India Private Limited</p>  <p>MANOJ P. Vice President- HR</p>	<p>Smrutika Freelancer</p>
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In the Presence of :-

Name:	Name:
S/o:	S/o:
Address:	Address:

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SCHEDULE – I

DURATION

This Services Contract shall commence on Service Commencement Date specified below and shall, subject to early termination in accordance with the Services Contract as incorporated into this Schedule in the Clause 2.2 below, expire on the Service Expiry Date specified below.

SERVICE TERMS

2.1 From the Service Commencement Date specified below:

2.1.1 the Freelancer must provide the Services specified in this Schedule in accordance with the terms of the Services Contract as incorporated into this Schedule and

2.1.2 The Company shall pay to the Freelancer the charges specified in this Schedule 2 in accordance with the terms of this Schedule 1 and the Services Contract.

2.2 The following terms shall apply:

Service Commencement Date	October 04, 2023
Service Expiry Date	April 04, 2024
Services to be provided by the Freelancer	Indexing
Deliverables	Documents
Service Levels (KPI)	The Freelancer must provide the Services under this Schedule in accordance with the following Service Levels (KPI)
Turnaround time	7-21 days (Depend Upon Projecxct)
Quality	90-97% (Depend upon the Project)
Charges	Please refer to Schedule 2 for the charges.
Invoicing	Invoices to be issued to : Spi Technologies India Pvt. Ltd. Gothi Industrial Estate R.S.No. 4/5 & 4/6 Vazhudavur Road, Kurumbapet Revenue Village, Puducherry - 605 009

SCHEDULE – II

COMMERCIAL TERMS

Cost of Services

Company has agreed to pay Freelancer an amount of Rs.18000/- (Rupees Eighteen Thousand Only) towards the services to be rendered in accordance with the terms and conditions of this services contract.

Invoice timeline

Freelancer shall raise the invoice to the Company by 25th of every calendar month and the Company has agreed to effect the payment on or before 8th of the succeeding month.

Taxes

GST shall be charged on all invoices or as applicable.

Payments made by the Company shall be subject to all statutory deductions as applicable under the law.