



Ref. ATPL/HR/PA

Date: 01st April 2022
Sarika Nanda

Subject: Professional Consultancy Agreement.

Dear Sarika,

In pursuance to our discussions, and as agreed we are pleased to offer you a work assignment as a **Professional Consultant** in Aptara Technologies Pvt. Ltd. on the following terms and conditions.

Terms of Contract:

1. As a specialist you shall advise and provide your specialized services as **“Lead Instructional Designer”** and the assignments whatever may be given to you from time to time.
2. Your professional agreement will commence on **“01st April 2022”** which shall automatically come to an end on **“31st March 2023”** during this period, you shall be paid a consolidated monthly Professional Fees of **Rs.1,66,250/-** per month.

Nature of Work: Lead Instructional Designer

3. TDS will be applicable on your invoice amount as per the income tax rule. Any other applicable TAXES will be considered on your invoice as per government notifications (GST as applicable will be considered on the monthly invoice and it is Consultant's liability to inform & submit the requisite details for the same).
4. You shall act in the interests of the Company and if found otherwise shall be treated as material breach of this agreement and shall be thus be liable to be terminated without giving any advance notice.
5. **You have specifically agreed as under:**
You will not undertake any work that in any way competes with the assignment/business of the Company.

6. Non-Disclosure:

It is specifically and particularly drawn to your attention and it is accepted by you unequivocally that in as much as your services may be deputed from time to time to work on assignments outside India with Foreign clients, it is essential that you understand that the company is signing Non-Disclosure Agreements with its customers on behalf of all employees/ Associates of the Company. You further understand the seriousness of consequences of disclosure of any information like client names, project details etc, intentionally or otherwise, to anyone including

Aptara Technologies Private Limited

New Delhi: B-2/88, Safdarjung Enclave, New Delhi -110029 | India | Phone: 011-26712908
Noida: Plot No.37, Block A, Sector -60, Gautam Budh Nagar, Noida, Uttar Pradesh Pincode - 201301 | Ph: 120-7192525
Registered Office: F No.A/16, Garnet Residency, S No.9/13+14+15, Wanawadi, Pune, MH-411040 | India
Phone: 020 – 65005623 | Email: aptarapune@aptaracorp.com | CIN No: U74999PN2010PTC150688
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Persons in the industry in India or abroad. It is therefore mandatory to abide by the Non-Disclosure stipulations as any violation could invite fatal consequences to the Company. Hence, during the course of accomplishment of “work”, you agree to be bound by the stipulations below as regards Non-Disclosure.

- a) You expressly undertake to retain in confidence all information and know-how transmitted to the Company by the Client that has been designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms and during the existence of this Agreement. Your obligation with respect to any particular information shall extend to the earlier of such time as the information protected hereby is in the public domain through no fault of the Company or the client or Two (2) years following its receipt by the Company and/or by you
 - b) All rights in and to any inventions, ideas, designs, concepts, techniques, discoveries or improvements, whether or not patentable, embodied in the “work” or developed in the course of creation of your “work”, before, during or after the “work” shall be treated as proprietary to the company and/or client and you undertake not to use the same in any form anywhere, anytime for reward or otherwise.
 - c) You clearly understand that during the course of discharge of your professional services, responsibilities and assignments, whether instructed or undertaken without being instructed, all the information, methods, data-economic, financial or otherwise, inventions, ideas, designs, concepts, techniques, discoveries, or improvements, whether or not patentable, embodied in the “work” or developed in the course of creation of the “work”, including but not limited to all trade secrets, utility and design patent rights and equivalent rights in and to such inventions and designs throughout the world regardless of whether or not legal protection for the “work” is sought, shall be treated as proprietary to the Client and / or the Company. You undertake that you shall not yourself share or cause to be shared any of such proprietary information to any potential employer or outsider, without express written prior permission of the company. When in doubt, you shall first seek clarification and then act as permitted
 - d) You shall disclose to the Company before commencing association for “work” all Intellectual Property Rights (IPR) in your name and pending applications for any other IPR’s and further undertake not to initiate any action for new IPR’s, whether connected with “work” or not, sharing relevant details with the Company.
 - e) You hereby assign to the Client and/or Company, its successors and assigns, all rights, title and interest in and to the “work” including, without limitation, any documents, magnetically or optically encoded media, or other materials created by you under this Agreement.
- I. You shall carry out any work of the Company or the details thereof beyond the precincts of the Company only with specific permission by the Management You shall not use the property of the company, its projects or information for your personal ends in any manner.

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- II. You shall not commit any act that in any way binds the Company in any manner and you shall not represent the Company unless permitted in writing.
- III. You shall abide by the rules and regulations of the company as instructed by the management from time to time and the nature of your work.
- IV. You shall follow the instructions on the assignments as may be given by the Management from time to time.
- V. In case of breach of the any of the above, this agreement shall be liable to be terminated without any notice and further the Company shall be liable to initiate proceedings for recovery of damages as appropriate for the loss suffered besides to seek equitable relief Competent Court to protect its interest therein, including, but not limited to injunctive relief as well as money damages.
- VI. This professional consultancy agreement can be terminated by either of the parties by giving to the other party a prior notice of **30 Days** in writing of its intention to do so.
- VII. You shall not absent yourself from your duties without any information, permission and sanction of the authorized official of the management and in case you do so, the same shall amount to contravention and thus repudiation of your employment contract and you shall in that case lose your lien on your employment with the management. Unauthorized / Uninformed absence for continual 3 days will lead to termination of services with immediate effect and the company will not be liable to pay you any dues in lieu of the applicable notice period as mentioned in Clause e (point VI).
- VIII. You shall also be required to complete all assignments given to you to the satisfaction of the Management In case the management shares with you or handover to you any property of the Company in relation to any assignments, you will also return all the Company's properties, tools, equipment, documents etc. without making or retaining any copies.
- IX. All disputes as may arise out of this agreement or the terms herein shall be referred to the Directors of the Company who shall be the sole arbitrators and their decision shall be final and binding.
- X. This professional consultancy agreement is made subject to the jurisdiction of PUNE Courts only.

We hope to have a nice, enjoyable and professional relation with you.

Yours truly,

For Aptara Technologies Pvt. Ltd

Authorized Signatory

Accepted

(Sarika Nanda)

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