



## Independent Contractor Offer Letter

July 07, 2019

Dear Vivek,

With reference to your discussion, we are pleased to offer you the position of “**Sr. Project Management Office Executive**” you will be deployed at our Mumbai office at 402, Aston building, Sundarvan complex, Lokhandwala Road, Andheri West -400053.

### Remuneration:

Your annual Cost will be **Rs 3.96 lpa/- (Three lakhs and Ninety Six Thousand Rupees only)**.

### Date of joining:

Your appointment shall commence on **7 July 2019**. Should you fail to join by **7 July 2019** this offer shall stand withdrawn at sole discretion of the Company. You will be on an ongoing contract. Hence, this job is valid unless the contract is terminated.

This Agreement is made between Shoclef India Private Limited and Vivek Sinha ("Contractor"), with a principal place of business at 402, Aston building , Sundarvan complex, Lokhandwala Road, Andheri West -400053.

### 1. Services to Be Performed

Contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement.

### 2. Payment

Contractor shall be paid within a reasonable time after Contractor submits an invoice to Company. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

### 3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

### 4. Vehicles and Equipment



Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

#### **5. Independent Contractor Status**

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees.

#### **6. Business Licenses, Permits, and Certificates**

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

#### **7. State and Federal Taxes**

Company will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

#### **12. Unemployment Compensation**

Company shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

#### **10. Workers' Compensation**

Company shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

#### **12. Indemnification**

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

#### **13. Term of Agreement**

This agreement will become effective when signed by both parties and will terminate on the earlier of:

- The date a party terminates the Agreement as provided below.



#### **14. Terminating the Agreement**

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

OR

Either party may terminate this Agreement at any time by giving 5days' written notice to the other party of the intent to terminate.

#### **15. Exclusive Agreement**

This is the entire Agreement between Contractor and Company.

#### **16. Modifying the Agreement**

This Agreement may be modified only by a writing signed by both parties.

#### **17. Resolving Disputes**

If a dispute arises under this Agreement, any party may take the matter to Mumbai court

OR

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

#### **18. Confidentiality**

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information



- Information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client

Consultant will (a) use Shoclef's Confidential Information only as necessary to perform the Services, (b) hold Shoclef's Confidential Information in strict confidence, and (c) not disclose Shoclef's Confidential Information to any third parties, except to those of its employees or contractors who need to know such information to perform the Services and who have previously agreed with Consultant in writing to protect third party confidential information. Consultant will either deliver promptly to Shoclef or destroy promptly (and certify the completion of such destruction to Shoclef) all Confidential Information and all copies thereof in Consultant's possession at any time upon Shoclef's request and upon the termination of this Agreement. The above obligations will not apply to Confidential Information which is already known to Consultant at the time it is disclosed or which: (i) has become publicly known through no wrongful act of Consultant; (ii) has been rightfully received from a third party without restriction on disclosure and without breach of this Agreement or other Agreements entered into by Shoclef; (iii) has been independently developed by Consultant; or (iv) has been approved in writing for release by Shoclef prior to disclosure. If Consultant receives a court order or is otherwise required by law to disclose any Confidential Information, Consultant must (y) notify Shoclef immediately upon receipt of such court order or other document requiring disclosure, such that Shoclef has time to object and move for a protective order, and (z) regarding any Confidential Information to be filed with a court, file it under seal and/or request that the court seal such Confidential Information prior to Consultant's disclosure. Except as may ultimately be required by such court order or law, Consultant's obligations with regard to such Confidential Information as set forth above will remain in full force and effect. Consultant acquires no licenses or other rights to the Confidential Information under any intellectual property rights of Shoclef under this Agreement. Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business. Contractor acknowledges that any breach or threatened breach of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

#### **19. Proprietary Information.**

A. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client's ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's



work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

**20. No Partnership**

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

**21. Assignment and Delegation**

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

**22. Applicable Law**

This Agreement will be governed by Maharashtra law, without giving effect to conflict of laws principles.

**Signatures**

Client/Owner: \_\_\_\_\_ Muskaan Sinha \_\_\_\_\_  
HR Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_ July 7, 2019 \_\_\_\_\_  
Date

Contractor: \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Taxpayer ID Number

Attachments:  **Exhibit A:** Additional Description of Services to be Performed  
(chk if applicable)



## EXHIBIT A

### Statement of Work # 1

**Name of project:** Project deliverables as outlined below for Sr. PMO Executive

**A. GENERAL DESCRIPTION OF PROJECT:** see deliverables below.

**B. TOTAL FEE:** 3.96 Lakhs rupees per year, to be paid in accordance with the Schedule of Work below. (**NOTE:** Unless otherwise authorized by Shoclef Human Resources, Shoclef does not agree to hourly fees.) Consultant will invoice Shoclef for each milestone payment upon Shoclef's acceptance of the applicable Deliverable(s). Payment terms: net thirty (30) days from the later of acceptance or receipt of invoice in Shoclef Accounts Payable Department.

### C. SCHEDULE OF WORK:

Consultant will commence work on and end ongoing in accordance with the following milestones. Shoclef's acceptance of each Deliverable will be in accordance with the terms of acceptance set forth below.

### Milestone Number and Description of Deliverables\*

- Sr. Project Management office Executive insure project milestone deliver in timeline
- Use Project management, SDLC methodology  
*And* execute plan accordingly to complete project.
- Work side by side with coordination with Software Development Engineers and Product Managers to develop features and evaluate technical implementation.
- Prepare document for every module of software.
- Identify scope and create WBS.
- Work with software developers, support throughout product lifecycle to ensure quality
- Prepare Weekly report and share to Management and Managers.
- Support throughout product lifecycle to ensure quality

\*To be entitled to the final payment, Consultant must disclose with the final Deliverable all remaining Shoclef Work Product pertaining to the Deliverables and may be required to execute and return to Shoclef a Proprietary Rights/Copyright Assignment for the Shoclef Work Product, in the form attached as Exhibit B to this Agreement.



#### **D. ACCEPTANCE PROVISIONS:**

Consultant must perform testing and employ sufficient quality assurance standards to assure that the Deliverables provided to Shoclef in accordance with the Schedule of Work above conform to mutually-agreed upon requirements and any specifications, each as set forth in or attached to this Statement of Work. Any special testing and acceptance criteria or specifications for the Deliverables are attached hereto.

Each Deliverable must be submitted to Shoclef for review and approval prior to acceptance by Shoclef. Shoclef may test each release of the Deliverables. If any release of the Deliverables fails to conform to the applicable requirements or specifications, or in the event that Consultant fails to provide the Deliverables in accordance with the Schedule of Work above, Shoclef will notify Consultant in writing, and Consultant will have an additional ten (10) calendar days (or such other period as agreed in writing by Shoclef) (the "Correction Period") in which to correct, modify or deliver the Deliverables. If the Deliverables fail to meet the requirements or specifications at the end of the Correction Period, then at Shoclef's option, (1) the Correction Period may be extended for a period determined by Shoclef, (2) Shoclef may terminate this Statement of Work and return the applicable Deliverables, and Consultant will refund to Shoclef any consideration previously given to Consultant relating to the Deliverable under the Agreement, or (3) Shoclef may supply, correct or complete the Deliverable item and either deduct an amount equal to Shoclef's fully-burdened costs (including without limitation direct internal labor and fringe benefits and any sums, including royalties, paid to third parties) from any payments due to Consultant or receive a refund from Consultant for such costs up to the total amount paid by Shoclef hereunder.

Executed as of **July 07, 2019**.