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CONSULTANCY SERVICES AGREEMENT

THIS CONSULTANCY SERVICES AGREEMENT ("**Agreement**") is made between **NDNYA Business Solutions Private Limited**, a company formed as per the provisions of the Companies Act, 2013 and having CIN U74999MH2018PTC305579 and having its registered address at WeWork, Zenia, 4th Floor, Hiranandani Circle, Hiranandani Business Park, Thane, Maharashtra, India - 400610 (hereinafter referred to as the "**Company**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns; and you (hereinafter referred to as the "**Consultant**").

Company and Consultant shall hereinafter collectively be referred to as '**Parties**' and severally as a '**Party**'.

WHEREAS

A. The Company is the proprietor of the website www.faroce.com ("**Website**");

B. The Website provides its registered members with access to consultants, mentors and subject matter experts, and acts as an online aggregator technology platform to assist the Website users for availing different types of advisory and consultancy services, including call consultations, written answers to specific questions and mock interviews, through such consultants, mentors and subject matter experts;

C. The Consultant is a skilled and experienced expert in the area of rendering the said Services which can be availed by the Website users through the Website;

D. Accordingly, the Consultant wishes to be empanelled with the Website to offer the said Services to the Website users who may want to avail the same; and

E. The Parties now agree that the relationship between them shall be as set out in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. SERVICES

1.1 During the Term hereof, the Consultant shall render the following services to the Company and, through the Website, to the Website users:

(a) conducting meetings with the Company representatives either in person and/or through phone calls and/or through emails and/or through web

conferences or other written communications from time to time as agreed mutually between the Parties;

(b) providing written answers to specific questions posted on the Website by the Website users and submitted to the Consultant chosen by the Website user ("**Expert Q&A**");

(c) providing feedback to the Company about ways to improve the Website and services offered from it;

(d) attending meetings physically and through web and teleconference with the Website users as pre-decided with the Company/Website user (under intimation to the Company) to discuss the queries/issues/problems faced by the Website users and to guide them and endeavour to resolve their query to the best of his/her ability ("**Call Consultation**"), including Call Consultations for institutional clients of the Company, who shall be treated as Website users for the purposes of this Agreement;

(e) providing feedback and update to the Company about the aforesaid meetings with the Website users through feedback forms provided by the Company;

(f) conducting paid practice interview sessions for the Website users through the Website and providing feedback thereon, where booked ("**Mock Interview**"); and

(g) such other services, including long-term consultations, as the Company may offer through the Website from time to time and the Consultant agrees to render,

(collectively, the "**Services**").

1.2 The Consultant hereby agrees that in case any communication between him/her and the Website user gets interrupted for any technical failure/issue while rendering the Services as envisaged under Clause 1.1(d) or Clause 1.1(f) above, he/she shall redo the remaining (interrupted) meeting/session at no additional cost to the Company and that he/she will be paid only for the completed minutes of the said meeting/session.

1.3 The Consultant hereby agrees that nothing in this Agreement shall create or impose any obligation upon the Company to request or receive the Services from the Consultant.

1.4 Neither the Company nor the Website user shall at any time be obliged to implement or act on any information, suggestion, advice or guidance given by the Consultant as part of the Services.

1.5 This Agreement shall not preclude the Company from entering into agreements with third parties for availing services similar to the Services contemplated herein and upon such terms as it may deem fit, and shall not preclude the Consultant from providing services through other expert networks, consulting platforms or independent channels, subject to Clauses 3.2(e), 3.2(g), 3.2(h) and 5.

1.6 A request for Expert Q&A or a Mock Interview shall be sent only to the consultant chosen by the Website user, and a request for a Call Consultation or a long-term consultation shall be sent to the consultant selected by the Company. A request shall stand assigned to the Consultant upon his/her accepting it within the response timeline below ("**Confirmed Request**"), and the Consultant shall complete each Confirmed Request within the following timelines:

(a) Call Consultation: response within 24 (twenty four) hours of receipt of the request, and completion at the appointment confirmed by the Company;

(b) Expert Q&A: response within 3 (three) hours, and submission of the answer within 12 (twelve) hours, of receipt of the request; and

(c) Mock Interview: response within 6 (six) hours, and conduct of the session within 72 (seventy two) hours, of receipt of the request, or at such later appointment as the Website user may confirm, with written feedback, where booked, within 12 (twelve) hours after the session.

1.7 For the purposes of Clause 1.6:

(a) a request shall be treated as received at the time it is delivered to the Consultant's dashboard on the Website or by email, as recorded by the Company's systems, and hours shall be reckoned as clock hours running continuously, including holidays;

(b) for computing the timelines under Clause 1.6, other than an appointment, a request received between 10:00 p.m. and 7:00 a.m. IST shall be deemed to have been received at 7:00 a.m. IST immediately following;

(c) a consultant who does not accept a request within the applicable response timeline shall be deemed to have declined it, and the Company may send the request to another consultant; and where the Consultant does not submit an answer to a Confirmed Request under Expert Q&A, or does not conduct a Mock Interview under a Confirmed Request, within the

applicable timeline, the Company may assign the request to another consultant and no fee shall be payable to the Consultant for it; and

(d) the time taken by a Website user to respond to a clarification sought by the Consultant through the Website shall be excluded from the completion timeline.

1.8 The Consultant shall keep his/her availability status on the Website current. Where, after a Confirmed Request is assigned to him/her, the Consultant becomes aware of any circumstance which may prevent or delay the attendance of an appointment or the completion of the request, the Consultant shall notify the Company through the Website or by email to customercare@faroce.com as soon as he/she becomes aware of it, and in any event not less than 6 (six) hours before the appointment in the case of a Call Consultation or Mock Interview, stating the reason and proposing not more than two alternative time slots or a revised delivery time. The Company may, in consultation with the Website user, reschedule, extend the timeline, reassign the request or cancel it. A failure caused by sudden illness, accident, bereavement in the immediate family or other emergency beyond the Consultant's reasonable control, which is notified as soon as reasonably practicable, shall not be treated as a failure for the purposes of Clause 3.3.

1.9 Each answer under Expert Q&A shall, unless the request specifies otherwise, ordinarily be of 50 (fifty) to 100 (one hundred) words covering 4 (four) to 10 (ten) relevant data points, and shall be the Consultant's own work. The Consultant shall not submit an answer generated wholly or substantially by an artificial intelligence tool, and shall not enter any question or information of a Website user into any third-party artificial intelligence tool or other online service which may store or use it.

1.10 In conducting a Mock Interview, the Consultant shall not represent that the session will secure any employment, referral or selection, shall not use any confidential question bank or assessment material of any employer, and shall not seek personal contact details, payment or any favour from the Website user.

1.11 The Consultant acknowledges that the Company operates the Website as a technology platform which connects Website users with independent consultants and facilitates access to their professional knowledge, that the Company does not itself provide the Consultant's advice, and that the Company does not guarantee the outcome, accuracy or commercial success of any advice or Services. The Consultant is solely responsible for his/her professional conduct, the delivery of

the Services, the content of his/her answers and advice, and compliance with his/her confidentiality obligations.

1.12 The Consultant's profile shall be accessible only to Website users who are registered members of the Website, and not to the public. The Company may, at its discretion, display to such members such details of the Consultant's profile as it considers appropriate, including his/her area of expertise and years of experience, with or without his/her name, photograph or demographic details, and the Consultant consents to such display.

2. PAYMENT AND BILLING

2.1. The Parties hereby agree that the Consultant shall render the Services listed under point nos. 1.1(a), 1.1(c) and 1.1(e) above without levying any fee of whatsoever nature; however, for rendering Services listed under point nos. 1.1(b), 1.1(d), 1.1(f) and 1.1(g) above, the Consultant shall be entitled to the consultancy fee as pre-agreed in writing with the Company or as displayed on the Consultant's dashboard on the Website. For Expert Q&A and Mock Interviews, the consultancy fee shall be the price payable by the Website user less the platform fee retained by the Company at the rate displayed on the Consultant's dashboard ("**Platform Fee**"). For Call Consultations and long-term consultations, the Consultant shall quote his/her fee to the Company and shall not quote any fee to the Website user, the Company shall quote and bill the fees to the Website user, and the Consultant shall receive the consultancy fee so agreed with the Company in full, irrespective of the amount billed by the Company to the Website user. Applicable taxes, if any, will be payable in addition, and all payments to the Consultant shall be subject to deduction of tax at source as required under applicable law.

2.2. It is hereby expressly clarified that should at any point of time the Consultant request a revision of the consultancy fee as mentioned in Clause 2.1 above, the Consultant shall first communicate such request to the Company in writing at least 7 (seven) days in advance and the Parties shall mutually decide and agree on such revised fee in writing. The Company may revise the Platform Fee by giving the Consultant not less than 7 (seven) days' notice by email or on the Consultant's dashboard on the Website, and such revision shall not apply to Confirmed Requests assigned before it takes effect.

2.3. The Consultant hereby agrees that all billing for the Services rendered as listed under point nos. 1.1(b), 1.1(d), 1.1(f) and 1.1(g) above shall be done by the Company to the Website user, and that the Consultant shall not accept any payment directly from a Website user for such Services. For Services under Clauses 1.1(d) and 1.1(g), within 15 (fifteen) days from the receipt of the said

amount from the Website user, the Company shall remit the applicable and agreed consultancy fee to the Consultant into the Consultant's designated bank account as provided by the Consultant to the Company.

2.4. For Services under Clauses 1.1(b) and 1.1(f), the consultancy fee shall be paid weekly. Each week from Monday to Sunday shall be a settlement week. A Service shall be included in the settlement for a week if it has been completed and no complaint has been raised by the Website user within 48 (forty eight) hours of its completion (or any complaint so raised has been decided in the Consultant's favour) during that week, and shall otherwise be carried forward to the following week. The Company shall make a settlement statement available on the Consultant's dashboard within 3 (three) working days, and remit the amount payable within 5 (five) working days, after the close of each settlement week.

2.5. The consultancy fee shall be payable only for Services actually rendered, and no fee shall be payable for any request which is cancelled by the Website user, whether before or after its acceptance by the Consultant. The Company shall inform the Consultant of any cancellation or change in the date or time of an appointment as soon as possible after it is communicated by the Website user. No fee shall be payable for a request cancelled by the Consultant or not delivered by him/her. A partly delivered Call Consultation shall be paid in proportion to the time delivered; no fee shall be payable for a Mock Interview of which less than half the booked duration is delivered for reasons attributable to the Consultant. Where a complaint is raised, the Company may withhold the fee for the request concerned until its decision under Clause 3.3. No fee shall be payable, and any fee paid may be recovered, for Services rendered in breach of Clause 3.2 or Clause 5.

2.6. The Consultant shall issue to the Company, for the fees of each settlement week or other payment, a tax invoice in the form required under the goods and services tax law where he/she is registered thereunder, and otherwise a bill containing his/her name, PAN, bank details and the Services rendered; the Consultant may adopt the statement generated on the Website for this purpose. The Company shall deduct tax at source as required under the Income-tax Act, 2025 and furnish the prescribed certificates. The Consultant shall be responsible for his/her own goods and services tax registration, returns and payments and income-tax, and shall inform the Company within 7 (seven) days of any change in his/her PAN or GST registration status.

2.7. The Company may set off against any fees payable to the Consultant any amount due from the Consultant under this Agreement, including amounts refunded to Website users on account of the Consultant's default, and shall show such set-off in the relevant statement. Any objection to a settlement statement shall be raised

within 30 (thirty) days, failing which the statement shall be deemed to have been accepted, save for manifest error.

3. ROLE AND OBLIGATIONS OF PARTIES

3.1. Role and Obligations of the Company: The Company shall:

(a) Monitor and evaluate the Services rendered by the Consultant from time to time;

(b) Provide feedback to the Consultant for the Services rendered, if deemed necessary;

(c) Pay the consultancy fee due to the Consultant as per Clauses 2.1 to 2.5 above; and

(d) operate the Website with reasonable skill and care, and deal with complaints in accordance with Clause 3.3.

3.2. Role and Obligations of the Consultant: The Consultant shall:

(a) provide complete, true and accurate personal details of himself/herself as well as details of his/her achievements to the Company before being empanelled/registered with the Company/Website as well as keep the same updated at all times and the Company will not be responsible for any claim arising out of it. The Consultant hereby agrees that the Company will have the right to verify such details at any given point of time without seeking the Consultant's prior permission;

(b) provide/perform the Services in a skillful, professional and prudent manner and as per the terms and conditions, if any, stipulated by the Company and be solely liable and responsible for the content, accuracy and completeness of his/her answers and advice and for any claim arising from the Website user or from any third party with respect to the Services rendered by the Consultant without any liability on the Company or its directors, officers and consultants;

(c) always act in an ethical manner and with integrity while dealing with the Company and Website users and be honest and provide constructive advice/feedback to them;

(d) not malign or make any attempt to malign the image of the Company, whether by conduct or otherwise;

(e) not, during the Term, solicit any Website user whose identity or requirement became known to the Consultant through the Website

("**Introduced User**") to avail his/her services outside the Website in respect of any request received through the Website, or accept any payment directly from an Introduced User for such services; and where, within 12 (twelve) months after the last Services rendered to an Introduced User, the Consultant renders services to that Introduced User outside the Website (other than under an engagement which existed before the Introduced User became known to the Consultant through the Website and which the Consultant has disclosed to the Company), notify the Company and pay the Company an introduction fee equal to 20% (twenty per cent) of the fees received from that Introduced User for such services during that period. The introduction fee is consideration for the introduction made by the Company and does not restrain the Consultant from carrying on any profession or business;

(f) make himself/herself available at pre-decided time, place, date, venue and duration for attending the meeting with the Website users to perform the Services as per Clause 1.1(d) and Clause 1.1(f) above;

(g) while rendering the Services the Consultant shall not disclose or share any confidential or proprietary information of the Company or of his/her current or former employer, client or any other third party, any unpublished price sensitive information, or any other information which the Consultant is not authorised to disclose (collectively, "**Restricted Information**") to Website users or to any third party;

(h) keep discussions with Website users confidential and not share the same with any third party except with the Company, in case requested by the Company to assess the nature of discussions held and for improving the Website offerings;

(i) not do or cause to be done any act, deed or thing that would tarnish the goodwill in the Website or Company's brand and trademarks or affect its registration;

(j) not, for the Term hereof, solicit for employment any employee of the Company and failure to abide by the same shall be constituted as a material breach of this Agreement by the Consultant and accordingly the Company shall have the right to terminate the Agreement forthwith apart from claiming other remedies that may be available to it under law or in equity;

(k) not provide through the Website any advice or service other than the Services or falling outside the scope of the Services, unless prior written permission of the Company has been obtained;

(l) where the Consultant is an employee and is under an employment obligation/contract with any third party/employer, the Consultant shall be solely responsible for obtaining all necessary prior written permissions, approvals or sanctions from such third party/employer before registering with, onboarding onto, or undertaking any assignment, consultation, service or engagement through the Website, and shall furnish evidence of it to the Company on request (and where the Consultant is in Government or public sector service, the sanction required under the conduct rules applicable to him/her), and the Company will not be liable for any kind of direct or indirect loss or damage to the Consultant or to such third party/ employer, whether arising out of failure to abide by this clause or otherwise;

(m) the Consultant shall not, directly or indirectly, in the course of rendering the Services, promote, market, distribute or sell any of his/her own products or services to any Website user, and if any such event takes place, the Company shall have the right, apart from claiming other remedies that may be available to it under law or in equity, to immediately terminate this Agreement;

(n) not record any session, or use any note-taking tool which records it, without the prior consent of the Company and the Website user;

(o) not harass, intimidate or discriminate against any Website user, or make any abusive or inappropriate remark, particularly in the conduct of Mock Interviews;

(p) comply with the code of conduct of any professional body of which he/she is a member, and not render any service requiring a licence or registration under applicable laws which he/she does not hold; and

(q) not use, reproduce or share, in rendering the Services, any material in which copyright or any other intellectual property right belongs to a third party, except with the authorisation of the owner or as permitted under the Copyright Act, 1957, and with due acknowledgement of the source.

3.3. Any complaint by a Website user regarding the Services shall be raised within 48 (forty eight) hours of the appointment or delivery. The Company shall inform the Consultant of the complaint, the Consultant shall respond within 2 (two) working

days, and the Company shall communicate its decision within 15 (fifteen) days of the complaint. Where the complaint relates to a missed timeline, non-delivery or a deficient answer, the Company may, depending on its seriousness, require the Consultant to revise the answer within 12 (twelve) hours or complete the balance of the session at no additional cost, reduce or withhold the fee for the request and refund the Website user, issue a warning, suspend the routing of requests to the Consultant, or terminate this Agreement under Clause 9.4. Where 3 (three) or more complaints against the Consultant are upheld, or the Consultant fails to complete 3 (three) or more Confirmed Requests within the applicable timelines, in any period of 90 (ninety) days, the Company may suspend the Consultant from receiving requests for a period not exceeding 30 (thirty) days or terminate this Agreement forthwith. The Company's decision shall be binding for the purpose of settlement of fees, without prejudice to Clause 10.10.

4. INTELLECTUAL PROPERTY

4.1. The Consultant hereby acknowledges that the Company is the absolute owner/ proprietor of the Website and its brands/trademarks and has all the right, title and interest therein, including all intellectual property rights thereto, and that the Consultant's right to use the same from the Effective Date of these presents and for the Term hereof is limited and derived solely from this Agreement and shall lapse forthwith upon the expiry or termination of this Agreement for any reason whatsoever. The Consultant hereby further acknowledges that the Consultant shall not acquire any rights of ownership whatsoever in the said Website and brands/ trademarks as a result of any permitted use thereof.

4.2. The Consultant shall promptly notify the Company of any violation or infringement, unlawful use or misuse of the Company's trademarks, which comes to the Consultant's attention. Save as expressly permitted by the Company in writing, the Consultant shall have no right to use the name, logo or trademarks of the Company, including on the Consultant's personal website, social media profiles, letterheads or marketing material.

4.3. The Consultant hereby agrees that feedback, ratings and reviews obtained by the Company from the Website users about the Consultant shall be the sole property of the Company and the Company shall be entitled to display the same on the Website and use them in aggregated form for research and analytical purposes. Any testimonial given by the Consultant, and the Consultant's name, photograph or profile, shall be used in advertisements or promotional material outside the display of the Consultant's profile to members under Clause 1.12 only with the Consultant's prior consent, which may be withdrawn with prospective effect.

4.4. In respect of Expert Q&A:

(a) the Consultant grants the Company a non-exclusive, perpetual, irrevocable, worldwide and royalty-free licence, with the right to sub-license, to use, reproduce, store, analyse, adapt and publish the answers submitted by the Consultant, together with the questions and associated data (collectively, "**Q&A Content**"), for delivery to the Website user concerned, the operation and improvement of the Website, research, learning and analysis, the development and publication of industry research findings, and the purposes set out in sub-clause (d), subject to sub-clauses (b) to (e);

(b) the Company may use Q&A Content to create aggregated, anonymised or de-identified information, and may publish insights and research findings derived from it without further consent, provided that no Consultant, Website user, employer or other person is identified or reasonably identifiable from the published material, and that no confidential information, Restricted Information or personal data is disclosed;

(c) the Company shall not use or publish the Consultant's name or other identifying particulars in association with any answer, or any answer in a form attributed to the Consultant, or any information identifying a Website user, without the prior written consent of the Consultant and, where applicable, the Website user, which may be withdrawn with prospective effect;

(d) the Company may use de-identified Q&A Content to train, test and improve artificial intelligence tools developed or used by or for the Company, including through third-party service providers acting on its behalf, and may make available to Website users content generated by such tools on the basis of Q&A Content, provided that such content shall not be attributed to the Consultant by name and shall not identify any Website user or disclose his/her confidential information; and

(e) any processing of personal data under this Clause shall be carried out in accordance with applicable data protection laws and the Company's privacy policy.

This Clause 4.4 shall not apply to the content of Call Consultations or Mock Interviews, in respect of which the Company may use only the type, duration, industry and ratings of the Services in aggregated form.

4.5. The Consultant agrees that Call Consultations and Mock Interviews conducted through the Website may be recorded by the Company, and the Company shall inform the Website users of such recording through the Website. The Company shall use the recording only for quality assurance, the resolution of complaints and disputes, compliance with applicable laws and, where the Website user has booked a recorded session, making it available to that Website user. Recordings shall not be published, or used for promotion, research or artificial intelligence training, without the separate written consent of the Consultant and the Website user, and shall be deleted within 90 (ninety) days unless required for a pending complaint or by law.

5. CONFIDENTIALITY

5.1. All Confidential Information disclosed or to be disclosed by a Party ("disclosing party") to the other Party ("receiving party") in connection with this Agreement or any of the transactions contemplated hereunder, shall be kept strictly confidential and shall not be disclosed or used otherwise than in connection with the transactions contemplated by this Agreement, except:

(a) to the extent that it was lawfully in the possession of the receiving party when received by it;

(b) to the extent that it is obtained by the receiving party from other sources without any duty as to confidentiality or non-use;

(c) to the extent such information is generally available to the public when received by the receiving party or thereafter becomes generally available to the public through no fault of the receiving party;

(d) to the extent such duty as to confidentiality and non-use is waived by the disclosing party;

(e) as may be required by any governmental authority or by any regulations or rules of a governmental authority to which the receiving party is subject; or

(f) as may be required by way of any court order.

For the purposes of this Agreement, "**Confidential Information**" includes the identity of each Website user, the fact that a Website user has availed the Services, the content of all requests, questions, discussions, documents and answers, the personal data of Website users, and the business information, pricing and data of the Company.

5.2. The obligations as to confidentiality and non-use shall survive termination of this Agreement for a period of 5 (five) years, and in respect of information relating to Website users and personal data, for so long as such information remains confidential. Upon termination, the receiving party shall use its best efforts to return to the disclosing party all documents (and all reproductions and copies thereof) that have been received from the disclosing party or that include information not within the exceptions contained in Clause 5.1; provided however that such obligation to return documents shall not be construed to prohibit the receiving party from retaining copies of documents and information reasonably necessary to enable the receiving party to respond to or comply with the requirements of applicable law.

5.3. Without prejudice to Clause 5.1, the Consultant shall use Confidential Information solely for rendering the Services, protect it with reasonable security safeguards, not enter it into any third-party artificial intelligence tool or public online service, not disclose the identity of any Website user or the subject of any Services (including in his/her own marketing or social media), and not deal in, or enable any other person to deal in, securities on the basis of it. The Consultant acknowledges that the Company may enforce these obligations for its own benefit and for the benefit of the Website users, and may seek injunctive relief in addition to any other remedy.

5.4. The Consultant shall not submit, disclose or communicate any Restricted Information through Expert Q&A, Call Consultations, Mock Interviews or otherwise through the Website, and shall be solely responsible for ensuring that all information provided by him/her is authorised for disclosure and does not breach any confidentiality obligation, employment agreement, intellectual property right or applicable law. Where a Website user seeks Restricted Information, the Consultant shall decline to provide it and inform the Company, and such declining shall not be treated as a default. The Company does not review answers before delivery and is not obliged to verify them, but may withhold, redact or remove any content which it reasonably believes contains Restricted Information.

5.5. The Consultant shall notify the Company by email to customercare@faroce.com within 24 (twenty four) hours of becoming aware of any actual or suspected disclosure of Restricted Information or Confidential Information, any unauthorised access to the information of a Website user in his/her possession, or any claim by an employer or other person relating to the Services, and shall cooperate with the Company. Upon such notice or upon a complaint from any person, the Company may suspend the display or delivery of the content concerned, remove it from the Website and, to the extent feasible, from its

research datasets, inform the affected person where required by law, and suspend the Consultant's account pending investigation, after giving the Consultant an opportunity to respond within 2 (two) working days (save where urgent action is needed to prevent harm).

5.6. The Consultant shall process the personal data of Website users made available to him/her only on behalf of the Company and for the purpose of the Services concerned, shall not collect any further personal data from Website users, shall delete such personal data within 7 (seven) days after completion of the Services unless the Company instructs otherwise, and shall notify the Company within 24 (twenty four) hours of any personal data breach. The Company shall process the Consultant's personal data in accordance with its privacy policy and applicable data protection laws.

6. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

6.1. Each Party hereby represents and warrants that it has the right to enter into this Agreement; has the ability to perform all of its obligations hereunder; and will not do any act which would violate this Agreement.

6.2. Each Party hereby represents and warrants that the execution and delivery of this Agreement and the promises, agreements or undertakings of such Party under this Agreement do not: (a) violate any applicable law, or agreements or any other instruments which the Parties have executed, or (b) violate or contravene the provisions of or constitute a default under any documents, or contracts, which are applicable to them.

6.3. The Consultant hereby represents and warrants that the Consultant will not do any act which would bring disrepute to the Company or to the Website user.

6.4. The Consultant hereby represents and warrants that the Consultant will at all times abide by applicable laws and will not breach any of the provisions of this Agreement and that the Consultant shall further at all times ensure strict compliance of his/her obligations as per Clause 3.2 hereof.

6.5. The Consultant further represents and warrants that all information provided by him/her through the Website is authorised for disclosure; that rendering the Services does not breach any employment agreement, non-disclosure agreement or conduct rules binding on him/her; that his/her answers and other materials provided in rendering the Services are original and do not infringe the rights of any person; and that he/she is not in possession of any unpublished price sensitive information relating to the subject of any Confirmed Request which would be

communicated in rendering the Services. These representations shall be deemed to be repeated on each acceptance of a request.

7. INDEMNITY AND LIMITATION OF LIABILITY

7.1. Each Party, at its expense, shall defend and indemnify, and save and hold the other Party harmless from and against any and all liabilities, claims, causes of action, suits, damages and expenses, including reasonable attorneys' fees and expenses, for which such other Party becomes liable, or may incur or be compelled to pay by reason of a Party's breach of the terms of this Agreement.

7.2. Further, the Consultant, at his/her expense, shall defend and indemnify, and save and hold the Company and its directors, employees and consultants, harmless from and against any and all liabilities, claims, causes of action, suits, damages and expenses, including reasonable attorneys' fees and expenses, for which Company becomes liable, or may incur or be compelled to pay by reason of Consultant's rendering of the Services, including any claim from any Website user or any third party or the Consultant's employer/third party (if applicable), and any claim arising from the disclosure of Restricted Information, a breach of Clause 5 or the infringement of the rights of any person by the Consultant's answers.

7.3. Neither Party shall be liable to the other for any indirect or consequential loss or loss of profit. The aggregate liability of the Company under this Agreement shall not exceed the aggregate amount retained by it, whether as Platform Fee or otherwise, in respect of the Consultant's Services during the 6 (six) months preceding the claim. These limitations shall not apply to liability under Clause 7.2, breach of Clause 5, fraud, gross negligence or wilful misconduct, or any liability which cannot be limited or excluded under applicable law.

8. TERM

The term of this Agreement ("**Term**") shall commence from the Effective Date and shall continue in force until terminated as per Clause 9 below. For the purposes of this Agreement, "**Effective Date**" means the date on which the Consultant accepts this Agreement on the Website.

9. TERMINATION

9.1. Without prejudice to Clause 9.2, the Parties may mutually terminate this Agreement at any time as they may mutually deem fit in writing.

9.2. Each Party shall be entitled to terminate this Agreement at any time by issuing 30 (thirty) days' notice in writing to the other Party, provided that the Consultant may terminate this Agreement with immediate effect by email to

customercare@faroce.com or by deactivating his/her profile on the Website, subject to completion of Confirmed Requests assigned before such termination. Upon termination:

(a) All rights of the Company in this Agreement shall automatically and immediately cease subject however that any obligation pertaining to payment of any undisputed pending consultancy fee to be paid to the Consultant shall survive until the effective date of termination; and

(b) All obligations of the Consultant in this Agreement shall automatically and immediately cease subject however that any obligation towards rendering of pending Services shall be rendered by the Consultant and shall survive until the effective date of termination.

9.3. This Agreement will automatically and forthwith cease in the following circumstances:

(a) upon death or permanent incapacity of the Consultant; or

(b) upon dissolution, bankruptcy, insolvency or winding-up of the Company.

9.4. The Company shall have the right to terminate this Agreement without prejudice to any rights which it may have, whether under the provisions of this Agreement, in law, in equity or otherwise, upon written notice if the Consultant commits any breach, material or otherwise, of this Agreement and if such breach remains uncured within 7 (seven) days of such notice, or forthwith where the breach is of Clause 3.2(e), 3.2(g) or Clause 5 or is incapable of cure.

9.5. Upon termination of this Agreement in any manner provided herein, the Consultant will cease and desist from any and all uses of the Company's confidential information and trademarks in any way whatsoever or portraying himself/herself to be associated with the Company. Notwithstanding Clause 9.2, Clauses 2 (in respect of amounts accrued), 3.2(e), 4.3 to 4.5, 5, 7 and 10.10 shall survive termination.

10. MISCELLANEOUS

10.1. Notices: Unless otherwise provided herein, all notices or other communications to be given shall be made in writing and shall be deemed to be duly given or made, when personally delivered or sent through registered prepaid post at the address mentioned in the preamble of this Agreement, or when sent by email to the email address registered by the Consultant on the Website or, in the case of the Company, to customercare@faroce.com.

10.2. No Assignment: The Consultant shall not assign, transfer or otherwise convey any of his/her rights or obligations under this Agreement without Company's prior written consent.

10.3. Entire Agreement: This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral, including the Earlier Agreement, subject to Clause 10.12.

10.4. Captions: The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

10.5. No Amendments: No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by both the Parties to this Agreement, provided that the Company may amend this Agreement by giving the Consultant not less than 30 (thirty) days' notice by email and on the Website, in which case the Consultant may terminate this Agreement before the amendment takes effect, and the acceptance of any request after it takes effect shall be deemed to be acceptance of the amendment; no amendment shall apply to a Confirmed Request already assigned.

10.6. Survival: Termination of this Agreement shall not affect those provisions hereof that by their nature are intended to survive such termination.

10.7. Waiver: No waiver of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or of any other term, provision or condition of this Agreement.

10.8. Independent Parties: The Parties acknowledge and agree that they are dealing with each other hereunder as independent parties. Nothing contained in the Agreement shall be interpreted as constituting either Party as the joint venturer or partner or agent or employee of the other Party or as conferring upon either Party the power or authority to bind the other Party in any transaction with third parties.

10.9. Severability: If any term, paragraph or provision of this Agreement shall be held to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, paragraph or provision thereof, and such invalid term, paragraph or provision shall be deemed to have been deleted from this Agreement.

10.10. Governing Law and Dispute Resolution: This Agreement shall be governed and construed in accordance with the laws of India. Any dispute arising out of or in

connection with this Agreement which is not resolved amicably within 15 (fifteen) days of notice shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 by a sole arbitrator appointed jointly by the Parties or, failing such appointment within 30 (thirty) days, in accordance with that Act. The seat and venue of arbitration shall be Mumbai, the language shall be English, and the hearings may be conducted through video conference. Subject to the foregoing, the Parties irrevocably submit to the exclusive jurisdiction of any competent courts situated at Mumbai and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

10.11. Changes in Law: In case of any change in applicable laws that has an adverse effect on the terms of this Agreement, the Parties agree that the Agreement would be reviewed, and if deemed necessary by the Parties, renegotiated in good faith.

10.12. Supersession of Earlier Agreement: With effect from the Effective Date, this Agreement shall supersede the consultancy services agreement, and every other agreement or terms relating to the Services, executed or accepted by the Consultant with the Company before the Effective Date (collectively, the "**Earlier Agreement**"), and the Earlier Agreement shall stand terminated, provided that:

(a) any consultancy fee accrued under the Earlier Agreement for services rendered before the Effective Date shall be paid in accordance with the Earlier Agreement;

(b) any request assigned to the Consultant before the Effective Date and not completed by that date shall be completed and paid for in accordance with the Earlier Agreement;

(c) the obligations of confidentiality under the Earlier Agreement shall continue to apply to information received by the Consultant before the Effective Date, in addition to Clause 5 of this Agreement; and

(d) save as provided in this Clause 10.12, the supersession of the Earlier Agreement shall not affect any right, obligation or liability of either Party accrued under it before the Effective Date.