

Independent Contractor Service Agreement.



March-01-2016

This INDEPENDENT CONTRACTOR/INTERNSHIP(Contractor) SERVICE AGREEMENT (this “Agreement”) is effective as of the Effective Date set forth above, by and between Gnovations DataScience Pvt. Ltd. (“Gnovations”)

with a principal place of business located at –

Gnovations DataScience Pvt. Ltd.

Shop No 232 2nd Floor Vardhmam Fortune Mall

C Centre GTK IND Area Near Hans Plaza

New Delhi 110033

E-mail: letters@ballotboxindia.com

and (“Contractor”) a corporation limited liability company partnership natural person Researcher Consultant Non-Profit Govt./Non Govt. Agency

Gnovations and Contractor hereby agree as follows:

1. **Services.** Contractor agrees to provide the services set forth on the Statement of Work agreed upon time to time through the digital platforms owned by Gnovations or entered manually via mails and in personal, and to do so per the schedule set forth therein.
2. **Compensation.** In consideration for the Services and in accordance with the schedule of payment set forth in the Statement of Work, Gnovations agrees to pay Contractor all undisputed amounts within sixty (60) days following satisfactory completion of the Services and Gnovations’s receipt of an itemized invoice detailing the Services performed, date(s) of performance, and time required (if payment is on an hourly fee basis). Contractor may also submit an itemized list of and original receipts for the pre-approved expenses set forth on the Statement of Work. Gnovations shall have no obligation to pay any disputed amounts until such dispute is resolved.
3. **Term and Termination.** This Agreement is a blanket agreement covering all the engagements, work statements, further contracts between contractor and company

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(Gnovations and its affiliates). The validity and contract can terminate in between based on set performance criterion as per Statement of Work or any breach of below conditions.

(a) In the event Contractor fails to perform the Services in accordance with this Agreement or breaches any provision of this Agreement, upon five (5) days prior written notice to Contractor of such uncorrected failure or breach, Gnovations may, in its sole discretion:

(i) make good any resulting deficiency and deduct the cost of same from any payment then or thereafter due Contractor; or

(ii) immediately terminate this Agreement, with such termination effective as of the expiration of such period without further action by either party.

(b) Gnovations may terminate this Agreement immediately upon written notice to Contractor in the event Contractor fails to maintain required insurance or engages in any activity that poses an immediate threat to the health or safety of Contractor's or Gnovations's employees, students, invitees, agents or representatives.

(c) Gnovations may terminate this Agreement in its sole discretion upon fifteen (15) days prior written notice to Contractor, with such termination effective as of the expiration of such period without further action by either party.

(d) Contractor may terminate this Agreement in the event of Gnovations's failure to timely pay any undisputed amount due hereunder upon thirty (30) days prior written notice to Gnovations, with such termination effective as of the expiration of such period without further action by either party.

(e) Upon any termination of this Agreement, Contractor shall immediately deliver or release to Gnovations all work product or work-in-progress created through the date of termination, and Gnovations shall promptly pay Contractor for work performed through such date.

4. Relationship of Parties; Independent Contractor Status. Gnovations and Contractor hereby acknowledge and agree:



(a) Contractor's relationship to Gnovations is that of an independent contractor, and not an agent, employee or servant. Contractor shall not represent itself or hold itself out to third parties as being the agent, employee or servant of Gnovations. Contractor shall have no authority to bind Gnovations or any of its administrators, officers or employees. In the ordinary course of business, Contractor may perform services for parties other than Gnovations and is not precluded from doing so by this Agreement.

(b) Contractor shall perform the Services in a careful, expeditious, timely, professional and workmanlike manner, and the Services shall be performed by persons experienced in the applicable profession, trade or skill. Contractor shall perform the Services to the standards and specifications required by Gnovations and Gnovations shall have the right to review and evaluate the results of the Services at any time.

(c) Contractor shall have the sole and exclusive right and responsibility to control, and to determine the method and manner of, Contractor's performance of the Services. Contractor shall also be solely responsible for the training of its employees, and for providing all supplies and materials necessary to perform the Services.

(d) Contractor shall timely pay all its employees, consultants, subcontractors, vendors and agents and shall provide evidence of such timely payment upon Gnovations's request.

(e) Contractor shall pay and be solely responsible for all contributions, taxes and assessments on payrolls or other charges under all applicable federal, state and local laws, including without limitation withholding from wages of its employees. Contractor shall comply with all federal, state and local laws and regulations regarding compensation, hours of work, workplace safety or other conditions of employment.

5. Ownership of Work Product and Intellectual Property. Any and all materials generated by or on behalf of Contractor while performing the Services (including, without limitation, designs, images, video, reports, analyses, and any other work product of any kind) and all



intellectual property rights relating thereto (“Work Product”) are and shall be the sole property of Gnovations. Contractor hereby assigns to Gnovations its entire right, title and interest, if any, to all Work Product, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in Gnovations of any and all Work Product. This paragraph shall survive any completion, expiration or termination of this Agreement.

6. Confidentiality. For purposes of this Agreement, “Confidential Information” shall mean any confidential, proprietary or trade secret information of Gnovations disclosed to Contractor in written, verbal or other form. Contractor agrees to hold all Confidential Information in the strictest confidence and not to disclose any Confidential Information to any third party without the prior written consent of Gnovations. Contractor shall use Confidential Information solely for the purpose of performance under this Agreement and shall disseminate Confidential Information only to those of its employees and agents requiring access to Confidential Information for purposes of such performance and who are made aware of the confidentiality obligations set forth in this Agreement and agree to be bound thereby. Contractor agrees that if it is required by subpoena, court order, judicial decree, or other legal requirement to disclose any Confidential Information, Contractor shall immediately notify Gnovations and provide reasonable cooperation to Gnovations’s efforts to prevent or limit such disclosure. This paragraph shall survive any completion, expiration or termination of this Agreement.

7. Indemnification by Contractor. Contractor shall protect, defend, indemnify and hold harmless Gnovations, and each of its agents, officers, administrators, directors and employees (individually an “Indemnified Party” and collectively, the “Indemnified Parties”), from and against any and all claims, demands, actions, damages, liabilities, costs and expenses, including without limitation attorneys’ fees (collectively, “Losses”), incurred by each and any Indemnified Party

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(i) based upon any allegation or contention that Contractor or any one of its agents, officers, directors, employees, representatives, servants, subcontractors or vendors is an employee, servant or agent of Gnovations, including without limitation, claims for the payment of federal, state or local taxes or worker's compensation benefits or of contributions imposed or required under any unemployment insurance, social security and/or income tax laws or for benefits to which the employees of Gnovations may be entitled,

(ii) for damages, including, without limitation, bodily injury, personal injury, death, property damage, punitive damage, or other claims brought by any person, specifically including employees of Contractor or any subcontractor, arising out of or in connection with the performance of the Services, the furnishing of any materials, or by reason of Contractor and its employees, subcontractors, agents or representatives being present on Gnovations's premises, whether or not caused by the concurrent fault of Gnovations, or

(iii) arising out of or resulting from Contractor's default, breach or non-performance pursuant to this Agreement. In the event of a claim for indemnification pursuant to this Agreement, defense counsel shall be selected jointly by Contractor and the Indemnified Party. Contractor shall have the right to control the defense and settle any claim, subject to the consent of the Indemnified Party. It is in the intent of this Agreement that Contractor will protect, defend, indemnify and hold harmless the Indemnified Parties to the maximum extent permissible by law. Contractor's indemnity obligations shall not be limited by the insurance provisions of this Agreement, as the parties intend and agree that Contractor shall be fully responsible for liabilities assumed, regardless of the presence or absence of insurance. This paragraph shall survive any completion, expiration or termination of this Agreement.

8. Contractor Insurance Contractor shall, at its own expense, obtain and maintain its own insurance covering its obligations under this Agreement. Contractor shall provide to Gnovations, prior to commencement of work hereunder, certificates of insurance evidencing the coverage. Any general liability insurance policies shall be endorsed with the following language: "The Administrators of the Gnovations Educational Fund, its officers, agents,

employees, volunteers and governing board are hereby named as additional insureds as their interests may appear.” All policies shall be primary in relation to any policies carried by Gnovations and shall contain a waiver of subrogation.

Contractor’s obligation to obtain and maintain insurance is separate and distinct from its obligations to indemnify Gnovations, and such indemnification is not limited to amounts of any such insurance. Failure to provide certificates of insurance prior to commencement of work hereunder shall not constitute a waiver by Gnovations or relieve Contractor from its obligations herein.

9. Dispute Resolution. Except for Gnovations’s demand for injunctive relief requesting Contractor’s specific performance, Gnovations and Contractor shall endeavor to resolve any dispute arising out of this Agreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Mediation Rules of Indian Penal Code (“IPC”) then in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the IPC within a reasonable time after the claim, dispute or other matter in question arises, but in no event shall the demand for mediation be made after the date when institution of legal proceedings based upon such claim, dispute or other matter in question would be barred by the applicable prescriptive period or statute of limitations. The request may be made concurrently with the filing of legal proceedings but, in such event, mediation shall proceed in advance of such legal proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

Except for Gnovations’s demand for injunctive relief requesting Contractor’s specific performance, all claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement not timely resolved by mediation shall be decided by arbitration in accordance with the Arbitration Rules of the IPC then in effect and shall be held in NCT Delhi, unless the parties mutually agree otherwise.

Contractor agrees that the arbitration of any dispute hereunder can, at the request of and at the sole discretion of Gnovations, be consolidated with the arbitration of any other related dispute involving the Services or this Agreement. Contractor consents to and will cooperate to facilitate such consolidation at Gnovations’s request. This agreement to arbitrate and any



agreement to arbitrate with an additional person or persons shall be specifically enforceable under applicable law in any court having jurisdiction thereof. However, in the event any related claim or controversy involving Gnovations and any third party cannot be referred to arbitration, Gnovations may void this agreement to arbitrate in its sole discretion.

Arbitrators shall apply the law of the National Capital Territory Delhi, without regard to its conflict of law provisions. Discovery in any arbitration shall be authorized generally in accordance with the NCT Delhi Civil Procedure. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

The Contractor shall continue to perform its obligations under this Agreement during the pendency of any dispute, including the mediation of the dispute by the parties hereto. If either party seeks to enforce its rights or remedies hereunder by alternative dispute resolution or legal proceedings, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, expenses and costs incurred in connection therewith.

10. General Provisions.

(a) *Compliance with Laws and Gnovations Policies.* Contractor shall comply, and shall ensure that its agents, officers, directors, employees, representatives, servants and vendors comply with all applicable federal, state and local laws, rules, regulations and ordinances, as well as all policies and procedures applicable to Gnovations's independent contractor's policies and terms of usage policies on ballotboxIndia.com (Digital platform owned by Gnovations DataScience Pvt. Ltd.), in its performance pursuant to this Agreement. In particular, and without limitation, Contractor will comply with all federal, state and local laws regarding equal employment opportunity and nondiscrimination. Any agent or representative of Contractor who fails to comply with an applicable law, rule, regulation, ordinance or Gnovations policy shall, at the request of Gnovations, be removed from any work pursuant to this Agreement.

(v) *Drug-Free Workplace.* Contractor shall comply in all respects with the provisions of the Drug-Free Workplace Act of 1988, and the Drug Free Schools and Communities Act amendments of 1989. Contractor will not permit the possession or use of any alcohol or

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illegal drug on Gnovations's premises or during any work assigned by Gnovations. No employee, agent or representative will report to work impaired or under the influence of alcohol or any illegal drug.

(c) *Publicity; Use of Name.* Contractor may not use the name or any logo, trademark or other indicia of Gnovations without the prior written consent of an authorized representative of Gnovations.

(e) *Assignment.* Neither this Agreement, nor any obligation arising hereunder, may be assigned by Contractor or Gnovations without the prior written consent of the other party. Any such attempted assignment shall be null and void. For purposes of this Agreement, "assignment" shall include any subcontract or transfer (whether by operation of law or otherwise), as well as any merger, reorganization, sale of substantially all assets, or other transaction or series of transactions resulting in a change-in-control of a party in which holders of a majority of the voting equity (or those entitled to elect a majority of the ultimate managing body of the party) prior to such transaction do not continue to hold a majority of the voting equity (or the right to elect a majority of the ultimate managing body of the party) following such transaction. Contractor shall not subcontract any portion of the Services to be performed pursuant to this Agreement without the prior written consent of Gnovations. Nothing contained in this Section 10(e) shall preclude or otherwise limit the ability of Gnovations to unilaterally use the output of the work statement on BallotBoxIndia.com., which is wholly owned by Gnovations.

(f) *Waiver.* No waiver of any provision of this Agreement, or any right or remedy arising under any provision of this Agreement, shall be effective unless such waiver is in writing and executed by an authorized representative of the waiving party. No waiver with respect to a specific circumstance shall be deemed a waiver as to any other circumstance.

(g) *Governing Law; Venue.* This Agreement, including without limitation, any disputes arising out of or relating to this Agreement, shall be governed by the laws of the NCT Delhi, without regard to its conflict of law provisions. Contractor and Gnovations hereby submit to

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the exclusive jurisdiction of the state and federal courts located in National Capital Territory Delhi with respect to any legal proceedings arising out of this Agreement.

(h) *Severability.* If any provision of this Agreement is ruled invalid in an arbitral or judicial proceeding, such finding shall not affect the validity of any other provision of this Agreement which shall remain in full force and effect.

(i) *Entire Agreement; Amendment.* This Agreement constitutes the entire agreement of Contractor and Gnovations regarding the subject matter hereof, and supersedes all prior or contemporaneous oral or written arrangements, all of which are hereby made null and void. This Agreement may be amended solely by a written agreement executed by an authorized representative of Contractor and Gnovations.

This agreement is agreed with digitally on the usage of any of the digital properties owned by Gnovations DataScience Pvt. Ltd. (CIN- U74140DL2015PTC285756)