



# Consulting Agreement

Prepared for [Client company]

Created by Radii Corporation (A Diganto Tech Initiative)

Diganto Tech Pvt. Ltd.

This Consulting Agreement (the “Agreement” or “Consulting Agreement”) states the terms and conditions that govern the contractual agreement between Diganto Tech Pvt. Ltd. having its principal place of business at 260, Madhya Balia, Garia Station Road, Kolkata, W.B., India (the “Consultant”), and [Client company] (the “Client”) who agrees to be bound by this Agreement.

WHEREAS, the Consultant offers consulting services in the field of [Consulting field]; and

WHEREAS, the Client desires to retain the services of the Consultant to render consulting services with regard to [Scope of consulting services] according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

## 1. Term

This Agreement shall begin on [Begin date] and continue till closure of services as per agreed upon by client.

- 1 Either Party may terminate this Agreement for any reason with 15 days written notice to the other Party.
- 2 Standing invoices for more than 10 days or more shall be considered premature closure by client and would require reinitiation charges (\* 10 percent of the service charge ) to continue forward with the service.

## 2. Consulting Services

The Consultant agrees that it shall provide its expertise to the Client for all things pertaining to Digital transformation, Business Intelligence, Firmware Development and Quantum Computing.

## 3. Compensation

In consideration for the Consulting Services, the Client shall pay the Consultant at the rate of 40 percent of the payment in advance and the rest 60 percent paid out in 2 equal installments for the service request closure. The Consultant shall invoice the Client with closure of phases and such invoices shall be due and payable within 10 days of the Client’s receipt of the invoice. Any request for termination or cancellation of consultation would **NOT** include refund of compensation.

## 4. Delivery and shipping

In consideration of the consulting services, the client shall receive an online delivery of services and invoices and any manual deliverables by our consultants would require an extra dropshipping charge (as per our courier service ) payable by the client.

## 5. Intellectual Property Rights in Work Product

The Parties acknowledge and agree that the Client will hold all intellectual property rights in any work product resulting from the Consulting Services including, but not limited to, copyright and trademark rights. The Consultant agrees not to claim any such ownership in such work products intellectual property at any time prior to or after the completion and delivery of such work product to the Client.

## 6. Confidentiality

The Consultant shall not disclose to any third party any details regarding the Client's business, including, without limitation any information regarding any of the Client's customer information, business plans, or price points (the Confidential Information), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

## 7. Noncompetition

During the term of this Agreement and for 3 months thereafter, the Consultant shall not engage, directly or indirectly, as an employee, officer, manager, partner, manager, consultant, agent, owner or in any other capacity, in any competition with the Client or any of its subsidiaries, including any company engaged in process of consultation.

## 8. Nonsolicitation of Customers

During the term of this Agreement and for 1 month thereafter, the Consultant will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's clients, prospects, employees or contractors.

## 9. Nonsolicitation of Employees

During the term of this Agreement and for 2 months thereafter, the Consultant will not, directly or indirectly,

recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of the Company’s employees, or contractors for work at another company.

## 10. Indemnification

The Client agrees to indemnify, defend, and protect the Consultant from and against all lawsuits and costs of every kind pertaining to the Client’s business including reasonable legal fees due to any act or failure to act by the Client based upon the Consulting Services.

## 11. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

## 12. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of [State] and subject to the exclusive jurisdiction of the federal and state courts located in Kolkata, West Bengal India.

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

### **Radii Consulting Services [ an initiative of Diganto Tech Pvt. Ltd.]**

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|              |             |         |
|--------------|-------------|---------|
| [First name] | [Last name] | [Title] |
|--------------|-------------|---------|

### **[Client]**

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|              |             |         |
|--------------|-------------|---------|
| [First name] | [Last name] | [Title] |
|--------------|-------------|---------|