



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made as of **June 5th, 2026** ("Effective Date"), between SIMPALM TECH INDIA PVT LMTD ("Company") and **Test Contractor India**), based in India Test, Mumbai 400001, India

WHEREAS, the Company desires to procure the services of Contractor under the terms and conditions set forth in this Agreement and the Contractor desires to accept such engagement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Independent Contractor. The relationship Contractor shall have with Company throughout the term of this Agreement will be as an independent contractor and not as an employee. Company shall have no control over the manner by which Contractor performs the Services provided for in this Agreement. Nothing in this Agreement may be construed as giving Company the degree of control or direction that would create an employer-employee relationship between Contractor and Company. Company will not withhold from its payments to Contractor any amount for taxes or any other withholding pursuant to any law, and Contractor is solely responsible for paying all taxes with respect to compensation Contractor receives pursuant to this Agreement.
2. Services. At any time during the term of this Agreement, Company may request Contractor to perform Services for one or more Clients of Company ("Engagement"). The Service Addendum, attached to this Agreement as Exhibit A, shall state the name and location of the Client, the Services to be provided ("Services"), the hours that the Company is requesting the Services to be performed and any other terms required of Contractor for each Engagement.
3. Contractor Representation. Contractor represents that Contractor has the required experience and skill set to perform the Services required for the Engagement(s) that are the subject of this Agreement. Contractor acknowledges and agrees that if it is discovered during the first two weeks of Contractor's Engagement with a Client of Company that Contractor misrepresented Contractor's skill set and ability to perform the Services, Company shall be permitted to immediately terminate this Agreement and shall not be liable for paying the Compensation to Contractor.
4. Term of Agreement. This Agreement shall commence on the Effective Date and shall continue until either party terminates the Agreement.

5. Termination of Services. If Contractor is providing Services for an ongoing project, Contractor agrees to provide thirty (30) days advance written notice to Company of Contractor's intent to resign, which resignation shall be effective thirty (30) days after the date of such notice.

6. Compensation. Beginning on June 12th, 2026 ("Start Date"), the Company agrees to pay the Contractor compensation of INR 25,00,000 per year ("Compensation").

The Contractor acknowledges that they are engaged as an independent contractor and shall be solely responsible for the payment of all applicable taxes under the laws of India, including but not limited to income tax, professional tax, GST (if applicable), and any other statutory obligations arising from the Compensation paid under this Agreement. The Company shall not withhold any taxes on behalf of the Contractor and shall provide no additional benefits, including but not limited to paid time off, insurance, retirement benefits, or statutory employee benefits. Company shall provide no additional benefits to Contractor, including but not limited to, paid time off, insurance and retirement benefits.

7. Expenses. The Contractor will be responsible for normal home-office operating expenses required to perform the services including but not limited to internet service, electricity, and standard home-office furniture or workspace setup. Any additional expenses that arise specifically in connection with the Client engagement—such as travel software licenses, specialized tools, or other business-related costs—must be mutually agreed upon by both parties in advance before such expenses are incurred

8. Restrictive Covenants. Company and Contractor (the "Parties") acknowledge that the Company's business involves providing skilled personnel to support the operational needs of its clients. In the course of performing Services under this Agreement, Contractor will interact with Clients of the Company and may have access to confidential information, business relationships, and operational practices of both the Company and its Clients. Contractor acknowledges that the Company has invested significant time, effort, and resources in establishing relationships with its Clients and developing its business operations. The Parties therefore agree that the restrictive covenants in this Section are reasonable and necessary to protect the legitimate business interests of the Company.

a. Definitions.

"Client" means any person, firm, company, or organization to whom the Contractor provides services through the Company during the term of this Agreement.

"Client's Client" means any third party customer, partner, or organization for whom the Client provides services and with whom the Contractor had contact or exposure through the performance of services under this Agreement.

"Restricted Period" means the period during the Term of this Agreement and for twelve (12) months following the termination or completion of the Contractor's services under this Agreement

b. Non-Competition and Non-Circumvention. During the Restricted Period, the Contractor shall not, directly or indirectly:

Accept employment, consulting work, or any form of engagement with a Client to whom the Contractor was assigned through the Company, except through the Company or with the Company's prior written consent.

Accept employment, consulting work, or any form of engagement with any Client's Client if the Contractor became aware of or interacted with such entity during the course of performing services under this Agreement.

Attempt to bypass or circumvent the Company by offering services directly to a Client or a Client's Client introduced through the Company.

9. Non-Disclosure of Trade Secrets and Other Confidential Information.

a. Contractor acknowledges that as a result of his or her role as a Contractor of Company, Contractor will be making use of, acquiring, and adding to information of a special and unique nature and value relating to Company's trade secrets or other confidential information. As a material inducement to Company to enter into this Agreement and to pay Contractor the Compensation set forth herein, Contractor acknowledges and agrees that Contractor will not, at any time, during or following his or her employment with Company, directly or indirectly, divulge, disclose, or employ for any purpose whatsoever, any of such trade secret or other confidential information which may have been obtained by or disclosed to Contractor as a result of or related to Contractor's employment by Company, including the amount of Contractor's Compensation.

b. For purposes of this Agreement, "trade secrets or other confidential information" shall mean all information which is used in Company's business and which gives Company the opportunity to obtain advantage over existing or potential competitors of Company who do not know or use such information, regardless of whether written or otherwise, including, but not limited to clients, client lists, costs, prices, earnings, products, formulae, compositions, machines, apparatus, systems, policies, financial calculations and methodologies, compilations or combinations of information (whether or not the underlying information is publicly available), prospective and executed contracts, and other business arrangements. In addition, the term "trade secrets or other confidential information" expressly includes the terms of Contractor's employment relationship with Company. The term "trade secrets or other confidential information" is not meant to include any information which, at the time of disclosure, is generally known by the public or any competitors of Company, or is required to be disclosed under applicable law by a valid subpoena or other court or governmental order, decree, regulation or rule.

c. All notes, data, reference items, sketches, drawings, memoranda, records, and other materials in any way relating to any of the information referred to in this Section or to Company's business, whether in tangible or intangible form (e.g. computer records), shall belong exclusively to Company or the Client of Company, and Contractor agrees to turn over to Company all of such materials and all copies thereof in Contractor's possession or under Contractor's control at the request of Company or, in the absence of such a request, upon the termination of Contractor's employment with Company. Contractor further agrees to permanently erase any Company or Client documents from any magnetic or electronic storage disk or device owned by him or her, or in the memory or hard disk of any personal computer, cell phone, PDA, tablet, or other communication or information storage or processing device.

10. Intellectual Property.

a. Contractor agrees that all intellectual property and related material, including any work product, information or other materials created and developed by Contractor in connection with the Services pursuant to this Agreement and any resulting intellectual property rights ("collectively "Work Product") are the sole and exclusive property of Company or Company's client. The Parties acknowledge that the Work Product shall be a work-made-for hire for Company or Company's Client and Company or Company's Client shall be deemed to be the author and owner of all copyright and all other rights therein. If any such work is deemed for any reason not to be a work-made-for-hire, Contractor hereby irrevocably assigns and agrees to assign to Company or Company's Client all of Contractor's right, title, and interest in and to the copyright in such work, and the Contractor further agrees to execute all such documents and assurances, and to take all such action, as Company shall request, in order to cause the rights assigned thereby fully to vest in Company or Company's Client. Contractor agrees to provide all assistance requested by Company in the preservation and enforcement of its copyright in such works, such assistance to be provided at Company's expense, but without any additional compensation to Contractor. The contractor hereby waives all so-called "moral rights" relating to all work developed or produced by Contractor hereunder, including, without limitation, any and all rights of attribution, rights of approval, restriction or limitation of use or subsequent modifications.

b. In the event Company is unable for any reason, after reasonable effort, to secure Contractor's signature on any document needed in connection with the actions specified in the preceding paragraphs, Contractor hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Contractor's attorney-in-fact, to act for and on Contractor's behalf to execute, certify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Agreement.

11. Right to Injunction. Contractor recognizes and acknowledges and agrees that Company would suffer irreparable harm if Contractor should breach any of the provisions

of this Agreement and that monetary damages may not compensate Company for the harm which would result from such a breach. Accordingly, in the event of a breach or threatened breach by the Contractor of any of the provisions of Sections 8, 9, and/or 10 of this Agreement, Company shall have the right, in addition to exercising other remedies of law or equity which may be available to it under this Agreement or otherwise, to obtain immediate and *ex parte*, preliminary, interlocutory, temporary or permanent injunctive relief, specific performance and other equitable remedies in a court of competent jurisdiction to prevent Contractor from violating such provision or provisions or to require Contractor to honor the Contractor's obligations under such sections of this Agreement, and to require an accounting for all profits and benefits arising out of Contractor's breach.

12. Reasonableness of Restrictions. CONTRACTOR HAS CAREFULLY READ AND CONSIDERED THE PROVISIONS OF THIS AGREEMENT, AND, AGREES THAT THE RESTRICTIONS AND REMEDIES SET FORTH IN THESE SECTIONS ARE FAIR AND REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE INTERESTS OF COMPANY OR COMPANY'S CLIENTS.

13. Assignment. This Agreement shall be binding upon, and shall inure to the benefit of Company, and its respective heirs, personal and legal representatives, successors and assigns. This Agreement shall not be assigned by Contractor.

14. Non-Disparagement. Contractor agrees during the term of this Agreement and after his or her employment terminates for any reason, not to disparage the Company, nor will Contractor do anything that could reasonably be expected to in any way injure the business or reputation of Company, or any of its clients. For purposes of this Section, "disparage" shall mean any negative statement, whether written or oral, about Company and its Clients.

15. Indemnification. Contractor shall indemnify, defend and hold Company and Company's Clients, and their officers, directors and agents harmless from and against all claims, suits, demands, actions proceedings, awards, judgments, penalties, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and expert witness fees) (collectively, the "Claims") arising from or based upon, (a) any breach by Contractor of any obligation set forth in this Agreement or (b) any negligent act or omission of Contractor. The Company will promptly notify Contractor of any such Claim; provided that Company's failure to do so will not eliminate Contractor's indemnification obligations.

16. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CONTRACTOR FOR THE NEGLIGENCE OR WILFUL MISCONDUCT OF ANY CLIENT OF COMPANY TO WHICH CONTRACTOR HAS BEEN ASSIGNED TO PERFORM SERVICES OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Entire Agreement. This Agreement constitutes the entire agreement and understanding by and between Company and Contractor with respect to the subject matter herein, supersedes all prior and contemporaneous agreements between the parties, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. Except as provided herein, no change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound. Each party shall have the right to waive any provision hereof or any breach of any provision hereof, which waiver shall be in writing in order to be effective, but any such waiver shall not operate or be construed as a waiver of any other provision or any subsequent breach.

18. Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing, or enforcing any of the provisions or this Agreement. Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the context may require.

19. Attorneys' Fees. In any dispute between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to recover all reasonable fees, costs and expenses of enforcing any right under or with respect to this Agreement, including, without limitation, reasonable fees and expenses of attorneys and accountants, and court costs.

20. Survival. The provisions of Sections 8-18 shall survive the termination of this Agreement for any reason.

21. Protected Activity. Contractor acknowledges and agrees that nothing in this Agreement shall in any way limit or prohibit Contractor from engaging in any Protected Activity. For purposes of this Agreement, "Protected Activity" means filing a charge or complaint with, or otherwise communicating or cooperating with or participating in any investigation or proceeding that may be conducted by any state or local government agency or commission., Contractor understands and agrees that in connection with such Protected Activity, Contractor is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding, in making any such disclosures or communications, the Contractor agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Confidential Information to any parties other than the Government Agencies.

22. Return of Property on Termination Upon the termination or cessation of your employment with the Company for any cause whatsoever, you shall immediately deliver up to the Company or its authorized representative, any property or documents of the Company which may be in your possession, custody or under your control, including, without limitation, mobile phone, laptop, memoranda, correspondence, notes, records, reports, sketches, plans, letter heads, visiting cards or other documents and any copies or reproductions thereof in any medium whatsoever, and all other Confidential Information, whether or not the property was originally supplied to you by the Company

- a. If so requested, you shall provide to the Company a signed statement confirming that you have fully complied with Clause 12.1.
- b. Without prejudice to any other right available under law, the Company reserves the right to make reasonable deductions from your full and final salary payment or any other amount due to you, in the event you fail to return all the property of the Company which is in your possession, or return it in a damaged state, other than due to normal wear and tear.

23. Governing law This Agreement shall be governed by and construed in accordance with Indian law.

24. Jurisdiction In relation to any legal action or proceedings arising out of or in connection with this Agreement, both the parties irrevocably submit to the exclusive jurisdiction of the courts in [Uttar Pradesh, India].

25. Construction of Agreement. For purposes of interpretation, both Company and Contractor shall be deemed to be the drafters of this Agreement and this Agreement shall not be construed either for or against either Company or Contractor.

SIMPALM TECH PVT LTD

CONTRACTOR

Raj Harshel

Test Contractor India

HR Manager - India

Test Senior Manager

Employer Signature:

Contractor Signature:

Date:

Date:

Exhibit A

SERVICE ADDENDUM

- **Name of Contractor:** Test Contractor India
- **Position/ Tittle:** Test Senior Manager
- **Nature and Location of Work:** Offshore and India
- **Working Hours:** 9 AM - 5 PM EST (as per client requirement)
- **Address:** Test, Mumbai 400001, India

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