



Client desires to have services provided by Consultant.

Therefore, the parties agree as follows:

**DESCRIPTION OF SERVICES** Beginning on **09 January 2023**, Consultant will provide the following services (collectively, the "Services"): Assist Client as they seek to accomplish any of the following:

- Getting the grants/funds from all the government bodies of India
- All the incubation related schemes of Government should be discussed in advance and then a decision will be taken to move forward or not with a separate agreement.
- Services will also include starting from filling the scheme form (Proposal Writing) to inspection to getting the funds in bank and in the end sending the compliance report to Govt. of usage of funds.
- Assist the organization in establishing the Incubation centre at the campus.
- Day to day activities plan for operationalizing the incubation services.
- Event plans for creating awareness about entrepreneurship
- Identification of potential entrepreneurs.
- Establishing domestic as well as international partnerships with technology companies, academics & research institutions, government bodies, Venture Capitalist and angel funders. This will help in creating an ambient environment for the incubates. All the expenses towards executing these activities will be borne by organization.
- Assist in conducting events, workshops, and competitions to support the ecosystem. All expenses towards executing these activities will be borne by Client.
- Assist in managing the funds and smooth running of its operations plan for government utilization certificate.
- Quarterly report for the Incubation Centre.

**1. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Client will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.

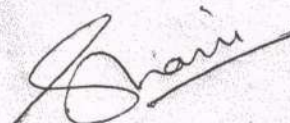
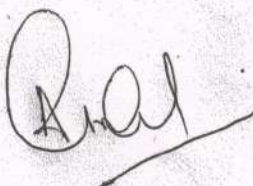
**2. RETAINER/PAYMENT.** Client will pay a retainer to Consultant for the Services in the Amount of Rs. 75000/- (Rupees Seventy Five Thousand Only) This fee shall be payable in 50 % advance (By Check/RTGS) upon contract signing. This Retainer is non-refundable. Consultant shall bill first to the retainer. One employee is to be provided on permanent basis at the campus by consultant for their coordination whose salary is also a part of retainer fee from the second month of signing this retainer.

**3. SUPPORT SERVICES.** Client will provide the following support services for the benefit of Consultant: Provide all documents and information necessary to run the Incubation Centre.

**4. TERM/TERMINATION.** This Agreement shall terminate automatically upon completion by Consultant of the Services required by this Agreement or 1 year from the effective date of this agreement.

**5. RELATIONSHIP OF PARTIES.** It is understood by the parties that Consultant is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

**6. DISCLOSURE.** Consultant is required to disclose any outside activities or interests that conflict or



may conflict with the best interests of Client. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to other consulting relationships that may conflict with this Agreement.

**7. EMPLOYEES.** Consultant's employees, if any, who perform services for Client under this Agreement shall also be bound by the provisions of this Agreement.

**8. CONFIDENTIALITY.** Client recognizes that Consultant has and will have the following information:

Business affairs; financial information; personal information; future plans; And other proprietary information (collectively, "Information") which are valuable, special and unique assets of Client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any Information for Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of Client. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

**9. CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

**10. RETURN OF RECORDS.** Upon termination of this Agreement, Consultant shall deliver all records, notes, and data of any nature that are in Consultant's possession or under Consultant's control and that are Client's property or relate to Client's business.

**11. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Client:

  
(Aayush Mangal)

Mangalmay Incubation & Entrepreneurship  
Foundation, Plot No. 8 & 9 Knowledge Park II,  
Greater Noida, Delhi NCR

IF for Consultant:

  
(Shani Choudhary)

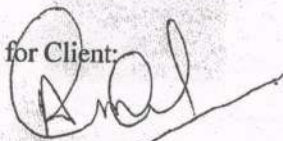
Young India Innovation Foundation  
Kaji Ki Sarai  
Moradabad, UP  
24400

12. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
13. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
14. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
15. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
16. **APPLICABLE LAW.** This Agreement shall be governed by the Indian Laws.

**THIS RETAINER AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN ATTORNEY AND CLIENT. ATTORNEY ADVISES THE CLIENT TO READ THE RETAINER AGREEMENT CAREFULLY AND TO DISCUSS ANY QUESTIONS OR CONCERNS REGARDING THE TERMS OF THE RETAINER AGREEMENT.**

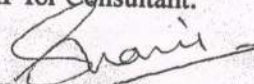
I hereby acknowledge that I have read this Retainer Agreement and have discussed any questions or concerns I have regarding this Retainer Agreement and have received a copy of the same. I agree to retain Attorney in accordance with the terms and conditions of this Retainer Agreement

IF for Client:



(Aayush Mangal)  
Mangalmay Incubation & Entrepreneurship  
Foundation, Plot No. 8 & 9,  
Knowledge Park II,  
Greater Noida, Delhi NCR

IF for Consultant:



(Shani Choudhary)  
Young India Innovation Foundation  
Kaji Ki Sarai  
Moradabad, UP  
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