

SERVICES AGREEMENT

This Agreement is made effective as of **28th November 2018**, by and between **Athena Infonomics India Private Limited**, having office at 9/5, 1st Street, Venkateswara Nagar, Adyar, Chennai - 600020 (herein after referred to as “**the Company**”) and **Mr. Shafi Ahamad** residing at 11th Cross 2nd Main, Popular Colony, Mangamma Palya, Bommanahalli, Bangalore - 560068. (herein after referred to as “**UI & UX Web Developer**”).

Whereas **the Company** is a consultancy firm, based out of Chennai, India that provides policy advisory, development research and consultancy services.

Whereas the **UI & UX Web Developer** is an Independent expert, who is willing to provide his services, with his wide range of experience, in performing the services as required by clients and managing different project components for the Company.

In consideration of the mutual premises herein contained, the Company and the UI & UX Web Developer hereby agree as follows:

1. DESCRIPTION OF SERVICES:

The UI & UX Web Developer hereby agrees to provide his expertise to undertake the following activities for the Company:

The individual is responsible for converting the finalized designs to responsive web pages (including layouts, functions) and meet the requirements as per client's specifications. The individual is expected to create visually appealing sites that feature user-friendly design and clear navigation.

- Integrate interfaces for complex websites, responsive design, web and mobile applications/products
- Take initiative to solve complex UX & UI problems
- Collaborate with design, technology, content and digital marketing teams
- Ensure browser and device compatibility for web and mobile
- Strong experience with HTML 4 and 5 (familiar with Div), DHTML, CSS and JavaScript
- Thorough understanding of W3C guidelines
- Experience in jQuery, open source theme development such as WordPress
- Should be able to convert visual designs and create Wordpress/Drupal/Magento themes
- Expert in implementing responsive designs using Bootstrap or foundation and developing solutions for retina display problems
- Ability to solve browser compatibility problems
- Impeccable coding standards with UX & UI framework knowledge
- Take complete responsibility of projects from start to finish (UI&UX related deliverables)

2. EFFECTIVE DATE:

This consultancy agreement is effective as on **28th November 2018**.

3. TERM/TERMINATION:

- i. This agreement shall be valid for **3 (Three) months from the effective date of the contract**.
- ii. The UI & UX Web Developer shall be required to maintain record of time logs, for the hours spent for providing services to the Company and share it on a monthly basis with the company.
- iii. Any change in the Term, shall be brought into effect with a revision in form of a written agreement.
- iv. Either Party may terminate this Agreement by giving 30 days' notice to the other party. All notices required or permitted under this Agreement shall be in writing and shall be delivered to the first mentioned address of the parties.

4. FEES & PAYMENT:

The Company shall pay the UI & UX Web Developer for the Services as mentioned in the Clause 1 above, a fixed fee of **Rs. 1,05,000 (Rupees One Lakh and Five Thousand only)** for the period of this service agreement, and, that **this amount is subjected to TDS @ 10%, as per the governing laws**.

This fee shall be paid to the Consultant, on, a monthly basis within 15 days of receipt of a valid invoice for the services rendered in the previous calendar month, based on the acceptance of the time logs shared.

All reasonable expenses incurred towards local travel and out of pocket expenses will be reimbursed on actual and on submission of original bill/receipts to the Company. Any expense that is incurred without prior permission from the Project Manager, shall not be reimbursed to the UI & UX Web Developer.

5. RELATIONSHIP OF PARTIES:

It is understood by the parties that the UI & UX Web Developer is an independent contractor with respect to the Company, and not an employee of the Company. The Company shall, at its sole discretion arrive upon a decision on offering the UI & UX Developer, a full-time position at the Company, based on performance of the Consultant towards the end of the contract tenure. The UI & UX Web Developer will co-ordinate with Mr. Kowshik Ganesh, Senior Consultant - Athena Infonomics and will be in touch over email: kowshik.g@athenainfonomics.com, to execute the agreed upon services.

6. CONFIDENTIALITY:

- i. The Company recognizes that the UI & UX Web Developer has and will have the following information: assignment details, 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.
- ii. In consideration for the disclosure of the Information, UI & UX Web Developer agrees that he will not at any time or in any manner, either directly or indirectly, use any Information for his own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of Client. UI & UX Developer will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.
- iii. The confidentiality provisions of this Agreement shall remain in full force and effect for a period of three (3) years after the termination of this Agreement.

7. INTELLECTUAL PROPERTY:

The irrevocable ownership of any intellectual property including approaches, methodologies, research, solutions, improvements, draft or final reports, findings, recommendations, data and memoranda etc. generated under this engagement shall be with the Company. The UI & UX Web Developer may use the same for his personal/academic purposes with prior written permission from the Company.

8. 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.

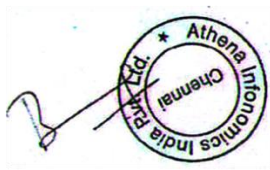
9. SEVERABILITY:

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.

10. APPLICABLE LAW

This Agreement shall be governed by the laws of India. The courts in Chennai shall have jurisdiction over any dispute that may arise with regard to this Agreement.

For Athena Infonomics India Pvt. Ltd



Mr. Vijay Bhalaki
Director

Mr. Shafi Ahamad
UI & UX Web Developer