

CONSULTANCY AGREEMENT

THIS AGREEMENT made this **Twenty day of June 2020** between, **Hexa Life Sciences Pvt. Ltd** a Company incorporated under the Companies Act, 1956 having its Registered Office at Ambad, Nashik which expression, shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns (hereinafter referred to as 'the Company') of the ONE PART and **Dr. Manoj R. Gaware, Associate Professor, Maratha Vidya Prasarak Samaj's Karmaveer Punjababa Goverdhane Arts, Commerce and Science College, Igatpuri, Dist: Nashik**, an individual residing at **Sansarigaon, Nashik** which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, administrators and legal representatives (hereinafter referred to as 'the Consultant') of the OTHER PART:

WHEREAS the Company is engaged in the business of **API intermediates, CRAMS, Specialty chemicals, Impurity synthesis and Process development and consultant services** and is carrying on its activities in India; AND WHEREAS the Company, as part of its business, has decided to educational, training and placement purposes;

AND WHEREAS the Company requires the expert services of a person having the experience and specialized knowledge in the Manufacturing and synthesis field in assisting and advising the Company for training and job placements.

AND WHEREAS the Consultant has the requisite expertise, specialized knowledge and experience in the educational field and has offered his services to the Company on a principal to principal basis;

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. APPOINTMENT

1.1. The Company hereby appoints the Consultant to render Consultancy Services and the Consultant hereby accepts the same upon the terms and conditions hereinafter set forth.

1.2. The services will be rendered by the Consultant to the Company in resource person, training and placement of students in accordance with the directions and requirements of the Company.

1.3. The Consultant shall devote his attention and energy to rendering the services under this Agreement in accordance with the directions of the Company.

2. TERM

The services to be provided under this Agreement shall be for a period of **Eleven** months commencing with effect from **20th June 2020** and shall continue in force up to **20th May 2021** unless a notice of termination is given by either party as per clause 5 hereunder.

3. CONSULTANT'S SERVICES, DUTIES AND OBLIGATIONS ("SERVICES")

3.1 "Services" shall mean the obligations, duties and services to be provided by Consultant under this Agreement as described in an attached Statement of Work in Annexure A which is attached hereto and made part of this Agreement.

3.2 The Consultant will perform the "Services" in accordance with the procedures described in the Statement of Work, in a timely and professional manner, consistent with industry standards, at a location, place and time that the Consultant deems appropriate, and all in accordance with the Statement of Work, and this Agreement. The manner and means the Consultant chooses to perform the Services are in the Consultant's sole discretion and control. In providing the Services, the Consultant agrees to provide its own equipment, tools and other materials at its own expense.

3.3 The Consultant, in consultation with the Company, will determine the method, details and means of performing the work to be carried out for company. In addition, Company shall be entitled to exercise a broad general power of supervision and control over the results of the work performed by the Consultant to ensure satisfactory performance. This power of supervision shall include the right to inspect, stop work, make suggestions or recommendations as to the details of the work, and request modifications to the Statement of Work. Modifications to the scope of the Statement of Work by the Company resulting in additional services by the Consultant shall be compensated accordingly.

4. FEES/EXPENSES.

4.1 In consideration of the services to be rendered, the Consultant shall receive consultation fees/ expenses of **as applicable** per month for the term of the Agreement from **20th June 2020** to **20th May 2020**. The Company will also reimburse the Consultant reasonable out of pocket expenses for travel, communication etc. incurred for carrying on the services specifies in this Agreement, upon submission of claims in accordance with the Company's standard policies.



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Maharashtra-422010

4.2 All payments shall be subject to deduction of tax at source and any other taxes as in accordance with Indian law. Consultant must submit details of PAN (Permanent Account Number).

4.3 The Company shall make payments to the Consultant within **thirty (30)** days from the end of each month by cheque or direct debit to Consultant's bank account.

5. TERMINATION.

5.1 Either party shall have the right to terminate this Agreement by giving written notice of termination to the other by registered post on the address given hereinabove. The Agreement shall terminate on the **30 day** after such notice of termination.

5.2 The Consultant shall return all documents including papers, memoranda, notes, programmes, data and all copies thereof including any electronic record containing any business and technical information disclosed to the Consultant by the Company or in any manner procured, received by the Consultant during his term of appointment with the Company.

5.3 Upon the termination of this Agreement for any reason whatsoever all amounts due and payable to the Consultant shall be paid within 30 days from the date of termination of this Agreement.

6. CONFIDENTIALITY.

The Consultant shall keep confidential all confidential information provided to him by the Company excepting only such information as is already generally known to the public and that he shall not release use or disclose of the same except with the prior written permission of the Company or if required by law or an order from court. However, the Consultant will be entitled to divulge the information to those who are directly concerned or as may be necessary in order to obtain certain information necessary for the performance of his obligations.

7. RELATIONSHIP BETWEEN THE COMPANY AND THE CONSULTANT.

The Consultant is an independent contractor and is not an agent or employee of the Company and is not authorized to act on behalf of the Company. While the Company is entitled to provide the Consultant with general guidance to assist the Consultant in competing the Services to the Company's satisfaction, nevertheless the Consultant is ultimately responsible for directing and controlling the performance of the task comprising the Statement of Work, in accordance with the terms and conditions of this Agreement.





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8. DISPUTE/RESOLUTIONS

Any disputes difference, controversy arising relating to the interpretation of this Agreement shall be settled by arbitration in the accordance with the rules of conciliation and arbitration of India. The place of arbitration shall be Tribunal Court, Nashik, India and conducted in English.

9. JURISDICTION AND APPLICABLE LAW


This Agreement and any services rendered hereunder are subject to all the applicable laws and regulations of India and the rights and obligations of the parties hereto under or in connection with this Agreement shall be determined in accordance with the laws of India.

IN WITNESS WHEREOF the respective parties have caused this instrument to be executed in duplicate, each of which shall be considered as original

Dr Sachin Dadaji Gawande
Founder and Director
For Hexa Life Sciences Pvt.Ltd.


Director
For Hexa Life Sciences Pvt. Ltd

Website: www.hexalifesciences.com


Dr. Manoj Ramesh Gaware
Associate Professor
M.V. P. Samaj's
K. P. G Arts Commerce and
Science College, Igatpuri.

CONSULTANT