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INDIA NON JUDICIAL

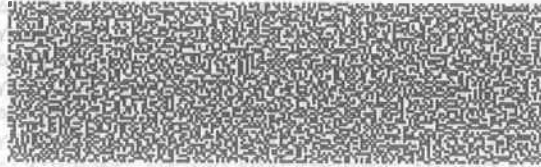
**Government of Karnataka**

Rs. 500

e-Stamp

**Certificate No.** : IN-KA82786566184650X  
**Certificate Issued Date** : 18-Mar-2025 11:55 AM  
**Account Reference** : NONACC (FI)/ kacrsf108/ JAYANAGAR5/ KA-JY  
**Unique Doc. Reference** : SUBIN-KAKACRSFL0894099458338956X  
**Purchased by** : AMAGI MEDIA LABS PRIVATE LIMITED  
**Description of Document** : Article 5(J) Agreement (in any other cases)  
**Property Description** : MUTUL TECHNICAL SERVICES AGREEMENT  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : ARGOID ANALYTICS INC  
**Second Party** : AMAGI MEDIA LABS PRIVATE LIMITED  
**Stamp Duty Paid By** : AMAGI MEDIA LABS PRIVATE LIMITED  
**Stamp Duty Amount(Rs.)** : 500  
(Five Hundred only)

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Please write or type below this line

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

## MUTUAL TECHNICAL SERVICES AGREEMENT

This mutual technical services agreement is made as of the 17<sup>th</sup> day of March, 2025 (“**Execution Date**”) with effect from 1<sup>st</sup> January 2025 (“**Effective Date**”) between Argoid Analytics Inc, with offices at 838, Walker Road, Suite 21-2, Dover DE 19904, United States of America, hereinafter referred to as “**Argoid Inc**”, and Amagi Media Labs Private Ltd, with its principal place of business at 4<sup>th</sup> Floor, Raj Alkaa Park, Sy. No. 29/3 & 32/2, Kalena Agrahara Village, Begur Hobli, Bangalore - 560076, hereinafter referred to as “**Amagi India**”. Each of the aforementioned parties shall individually be referred to as “**Party**” and collectively referred to as the “**Parties**”. This Agreement, including all its exhibits hereto, shall collectively be referred to as “**Agreement**”.

### Purpose

The Parties are affiliates to each other. The Parties to this Agreement provide technical services to their respective clients. The Parties acknowledge that from time to time it may be desirable for either of the Parties to provide all or a portion of technical and consulting services to the other Party’s clients. For this reason, a Party to this Agreement i.e. Argoid Inc, hereinafter referred to as the “**Main Contractor**”, may wish to engage the other Party i.e. Amagi India, hereinafter referred to as the “**Sub-Contractor**” to perform Services, as specified in the applicable Task Order(s), for, or on behalf, of the Main Contractor. The terms “Main Contractor” and “Sub-Contractor” may apply to either Party, depending on the particular engagement.

The Parties therefore wish to enter into this Agreement for the purpose of establishing the terms and conditions under which Services would be provided by the Sub-Contractor.

### TERMS AND CONDITIONS

The Parties hereby agree as follows:

1. **Definitions:** The following definitions apply to this Agreement and all Task Order(s) under this Agreement unless otherwise specifically defined in a Task Order (provided that, unless otherwise expressly stated, any definitions in a Task Order shall apply only to the specific Task Order.
  - 1.1. “**Change Request**” means the written modifications or changes in the obligations of either Party documented in an applicable Task Order.
  - 1.2. “**Client**” means any Main Contractors’ client for whom Services are to be provided under this Agreement.
  - 1.3. “**Deliverable**” means any items delivered by the Sub-Contractor to the Main Contractor pursuant to the Services elected for under a Task Order. Deliverables shall include all code, documentation, media and other objects identified as deliverables in the applicable Task Order.
  - 1.4. “**Main Contractor**” shall have the meaning provided in the paragraph titled ‘Purpose’ above.
  - 1.5. “**Fees**” means the fees payable by the Main Contractor for the Services, as specified in the applicable Task Order(s).
  - 1.6. “**Services**” shall mean the technical services that Sub-Contractor shall provide to the Main Contractor and as described in detail in the applicable Task Order.
  - 1.7. “**Task Order**” means a detailed document, in the format provided in Schedule 2 herein, depicting the Service being requested. The Parties shall simultaneously with this Agreement, or separately, enter into one or more Task Orders, which will be read as part and parcel of this Agreement.

- 1.8. **"Sub-Contractor"** shall have the meaning provided in the paragraph titled 'Purpose' above.
2. Responsibilities:
- 2.1. General: Each Party is solely responsible for complying with all laws, rules and regulations applicable to it, relating to the employment or engagement of its own employees and contractors including those relating to immigration, taxation, workers' compensation and unemployment compensation. Each Party is responsible for all acts and failures to act by its employees and contractors arising out of or related to the performance of Services. Neither Party has any obligation to provide any insurance or other benefits for the other Party's employees or contractors.
- 2.2. Services: When a Party is designated as a Sub-Contractor in a Task Order, such Party agrees to provide the Services as detailed in such Task Order. Such Services may be provided to the Main Contractor or its specified client, as per the request of the Main Contractor. The Sub-Contractor shall endeavor to use commercially reasonable efforts to produce / provide the Deliverables as specified in the relevant Task Order(s).
- 2.3. Change Request: All changes, modifications, and / or additions to the obligations of either Party or to any other material aspects of a Task Order will require a change order signed by both the Parties.
3. Fees: Details of the fees payable by the Main Contractor to the Sub-Contractor shall be computed as per Schedule 1, or other pricing terms set forth in the applicable Task Order. The following fee terms are applicable with respect to such Services.
- 3.1. Out of Expenses: Any out-of-pocket expenses incurred in performing the Services set forth in the Task Order(s) is the sole responsibility of the Party incurring the expense unless otherwise agreed in writing.
- 3.2. Payment Terms: The fees shall be calculated by the Sub-Contractor, as per the provisions of Schedule 1, and invoiced on a periodic basis to the Main Contractor. The periodicity would be on a quarterly basis unless otherwise agreed mutually between the Parties. The invoice shall be payable by the Main Contractor within thirty (30) days after its receipt. In case any statutory approvals have to be sought, the payment shall be made immediately after such approvals have been obtained. Upon submission of the invoice to the Main Contractor, the Sub-Contractor shall also provide a report showing the details of the work executed with reference to the Task Order identification number, wherever applicable. The Main Contractor's payment for the Services shall not be deemed to be an acceptance of the Services or confirmation of adherence to Schedule 1 or that other agreed criteria have been met.
- 3.3. Taxes: Payments made by one Party ("**Payor**") to the other ("**Payee**") under this Agreement are exclusive of all applicable taxes. Payor agrees to pay and bear the liability for any taxes associated with the delivery of the Services provided under this Agreement, including but not limited to sales, use, excise and added value taxes, but excluding: (1) taxes based upon Payee's net income, capital receipts; or (2) any withholding taxes imposed if such withholding tax is allowed as a credit against such income taxes of Payee where such withholding is required by law. In the event Payor is required to withhold taxes, Payor agrees to furnish to Payee, the statutory receipts substantiating such payment. Payor agrees to provide Payee with valid tax exemption certificates in advance of any remittance otherwise required to be made by Payee on behalf, or for the account, of Payor where such certificates are applicable.

- 3.4. To the extent any sales or service tax is incurred with respect to Services: (a) such tax shall be reflected as a separate line item on all invoices, (b) the amount of such tax incurred shall be paid as reflected on each invoice, and (c) the Party receiving payment of such tax shall be liable for paying such sums to the appropriate taxing authority in a timely fashion.
4. Term and Termination:
- 4.1. Term: This Agreement will become effective upon the Effective Date and will continue in force unless terminated in accordance with this Clause 4.
- 4.2. Termination for Cause: Either Party may terminate the Agreement for material breach by the other Party of any material term. The terminating Party must first give the breaching Party written notice of the alleged breach and a reasonable period of at least fifteen (15) days in which to cure the alleged breach. If the breach is not cured within the cure period, the terminating Party may terminate this Agreement upon written notice to the breaching Party. Termination shall be in addition to any other remedies which may be available to the non-breaching Party.
- 4.3. Effect of Expiration / Termination: Upon termination of this Agreement, each Party's sole obligation to the other Party is to pay the other Party any amounts owed pursuant to this Agreement up to the date of termination. Upon termination of this Agreement, each Party shall deliver to the other Party all Deliverables (whether completed or not) that is in the possession of such Party.
5. Confidential Information: Each Party shall maintain in strict confidence all business information and proprietary information of the other Party, including without limitation books and records, financial statements, lists, databases, software, intellectual property, trade secrets, policies and procedures.
6. Warranty: Each Party represents and warrants that it shall perform the Services in a professional and workmanlike manner, and that all its employees and contractors shall be adequately trained, competent and experienced, and the Services shall be in compliance with all applicable governmental laws, regulations, and requirements.
7. Limitation of Liability:
- 7.1. Notwithstanding anything contrary in this Agreement, neither Party shall be liable to the other Party, for any indirect, special, incidental or consequential damages (including, but not limited to, damages for loss of profits and loss of use of data) arising under the applicable Task Order, even if the Parties have been advised of possibilities of such damages.
- 7.2. Each Party's liability to the other on any claim for damages arising out of or relating in any way to this Agreement (including Task Order(s)) shall in no event exceed, in the aggregate, the amount which has been paid by the Main Contractor to the Sub-Contractor for the Sub-Contractor's performance under the most applicable Task Order.
8. Intellectual Property:
- 8.1. Ownership of Pre-existing works: Each Party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know-how, works in any media, software, information, trade secrets, materials, property or proprietary interests that it owned prior to this agreement, or that it created or acquired independently of its obligations pursuant to this agreement (collectively, "**Pre-existing Works**"). All the rights in Pre-Existing Works not expressly transferred or licensed herein are reserved to the owner.



8.2. The Sub-Contractor hereby irrevocably assigns to the Main Contractor all right, title, and interest in and to all the Deliverables, including without limitation all intellectual property rights thereto.

9. General Provisions

9.1. Notice: Each Party giving any notice or making any demand or communication pursuant to this Agreement shall give the notice in writing and shall use one of the following methods of delivery, each of which for purposes of this Agreement is in writing: (a) effective at the time delivery is shown in the courier's records; or (b) by email, with such notice effective one (1) business day after sending (unless the sender receives an automatically-generated notice that such message was undeliverable).

9.2. Force Majeure: Neither Party will be liable to the other because of any delay or failure of performance, if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of such Party.

9.3. Governing Law: This Agreement shall be construed in accordance with and governed by the laws of India. The exclusive jurisdiction for any disputes arising out of or in connection with this Agreement shall be Bangalore, India.

9.4. Severability: If any provision or portion of this Agreement shall be held by a Court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

9.5. Amendments / Waivers: The Parties may not amend this Agreement except by a written agreement that each Party executes. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement operates as a waiver or estoppel of any right, remedy, or condition.

9.6. Precedence: In the event there is a conflict between the terms of this Agreement and the terms of any Task Order, the terms of the Task Order shall prevail.

9.7. Entire Agreement: This Agreement constitutes the entire expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative.

**Argoid Analytics Inc**



Authorized Signatory  
Name: **Reece Hunt**  
Designation: **Director**



**Amagi Media Labs Private Limited.**



Authorized Signatory  
Name: **Vijay N P**  
Designation: 



**AUTHORISED SIGNATORY**

### SCHEDULE 1

For Services rendered under this Agreement, the Main Contractor agrees to pay the Sub-Contractor a fee that equals to ninety-three percent (93%) of the revenue billable to the Client for the relevant financial year as computed below:

Sr. No	Particulars	Amount
1.	Third party customer revenue earned by Argoid Inc	A
2.	Less: operating cost incurred locally by Argoid Inc	B
3.	Less: 7% operating margin retained by Argoid Inc	$C = [(A-B)*7\%]$
	Amount payable to Amagi India	A-B-C

The percentage shall however be adjusted from time to time to ensure that the arm's length markup earned by the Sub-Contractor satisfies the transfer pricing regulation in the respective jurisdiction.