AGREEMENT

This Agreement by and between -- **CLIENT**--- ("Company"), with offices at --- CLIENT ADDRESS -----   and **On-Graph Technologies Pvt. Ltd.** ("On-Graph") with offices at L-1, NSEZ, Noida Phase-II, Gautam Buddh Nagar, Uttar Pradesh, INDIA - 201305 effective from _05.09.16__ ("Effective Date") sets forth the terms and conditions under which On-Graph will provide certain consulting and professional services to Company .

1. SCOPE OF SERVICES

1.1 On-Graph agrees to provide the consulting and professional services ("Services") described on separately executed assignment orders (the "Assignment Order") as may from time to time be issued hereunder.

1.2 Each Assignment Order shall define the specific Services authorized by Company, the schedule or term and the applicable rates and charges. All items prepared or required to be delivered under any Assignment Order are collectively referred to herein as the "Deliverables".

1.3 Each Assignment Order shall be governed by the terms and conditions of this Agreement and in the event of any conflict between this Agreement and an Assignment Order, the provisions of the Assignment Order shall prevail only with regard to the specific Services provided therein, schedule, term, rates and charges associated with the applicable Assignment Order.

1.4 On-Graph understands and agrees that by executing this Agreement, Company is not committing or obligating itself to use the services of On-Graph and that no work or charges are or shall be authorized hereunder unless and until authorized in writing by an Assignment Order signed by both parties.

1.5 Affiliates of Company may request Services under this Agreement. "Affiliate" under this Agreement shall mean any entity, directly or indirectly, controlled by or under common control with or controlling a party to this Agreement. Such Services shall require a separately executed Assignment Order between such Affiliate and On-Graph and the terms and conditions of this Agreement shall be incorporated by reference in and shall govern the Assignment Order. In no event is Company a reseller of services or licensor of products hereunder or under any Assignment Order.

1.6 Company will have privacy of contract with On-Graph and will provide all work instructions to On-Graph. Company will have no relationship or involvement with the employment of personnel working for On-Graph. Company will not retain any control, supervision or the manner of the discharge, dismissal, retrenchment or re-employment of the personnel engaged/employed by On-Graph. On-Graph will be liable for due observation and implementation of the statutory conditions or requirements of labor laws as applicable to On-Graph and its personnel. On-Graph will be liable not only to pay wages to its employees, but retrenchment compensation, notice pay, gratuity or bonus as applicable, and Company will not be held liable for any obligation of On-Graph.

1.7 On-Graph shall provide the services herein, under the direction and supervision of a responsible officer of the Company, as mentioned under the respective Assignment Order. The employees/workers of On-Graph shall be under its direct control and supervision. On-Graph shall issue appropriate instructions and advise its employees/workers about the manner of providing the services herein without any interference, instruction or intervention of Company.

2. TERM

2.1 This Agreement shall remain in effect until terminated by either party as provided herein.

2.2 Each Assignment Order shall remain in effect until the work authorized thereunder is completed, as determined solely by Company, or is earlier terminated as provided herein.

3. PRICE AND PAYMENT

3.1 Invoicing and payment is tied to milestones specified under a given Assignment Order. On-Graph shall invoice Company after Acceptance pursuant to this section 14. Invoices shall be provided monthly, or more frequently as agreed by On-Graph and Company.

3.2 All proper invoices which have been timely submitted shall be paid by Company within thirty (05) days from the date of receipt of On-Graph's invoice. On-Graph shall be solely responsible for taxes on the general operation of its business including, but not limited to income or franchise taxes.

3.3 On-Graph shall only invoice Company for time in which On-Graph is providing Services. On-Graph shall not invoice Company for other time including, travel, training, internal record keeping, time keeping, email, or on the job training. In the event that non-billable client time is incurred, such time must be approved by the Company's representative before being invoiced by On-Graph.

3.4 Unless otherwise specified on an Assignment Order, On-Graph shall be reimbursed for all reasonable out-of-pocket expenses, specifically authorized in writing by Company incurred in performance of a given Assignment Order. All expenses must be reported in a line item format, with each separate expense delineated, on the same invoice as reflects

the specific Services On-Graph provided when the expense was incurred. On-Graph shall provide invoices, receipts and other supporting documentation in writing, as Company shall reasonably request for such expenses. Under no circumstances shall reimbursement include travel expenses incurred by On-Graph for travel to and from Company offices or visas, unless specifically authorized in writing by Company.

3.5 On-Graph hereby agrees that Company may hold payment of On-Graph's last invoice until On-Graph has returned all Company -owned equipment (i.e. computers, computer accessories, building access cards) if any, in On-Graph's possession.

4. CONFIDENTIALITY

4.1 On-Graph agrees to keep confidential all Deliverables and all technical, product, business, financial, and other information regarding the business and software programs of Company , its Affiliates, customers, employees, investors, contractors, vendors and suppliers (the "Confidential Information"), including but not limited to programming techniques and methods, research and development, computer programs, documentation, marketing plans, customer identity, and business methods. Without limiting the generality of the foregoing, Confidential Information shall include all information and materials disclosed orally or in any other form, regarding Company 's and/or its Affiliates' business operations, software products or software product development, including, but not limited to, the configuration techniques, data classification techniques, user interface, applications programming interfaces, data modeling and management techniques, data structures, and other information of or relating to Company 's and/or its Affiliates' software products or derived from testing or other use thereof. All information pertaining to Company and/or its Affiliates' customers, suppliers and other business contacts (or contacts of Company and/or its Affiliates' contacts) including, but not limited to contact entity's address, telephone number and other information, image, gender, age, social security number, account or other identifying numbers or attributes, financial, and insurance information, and other information about an individual or organization, including the fact that the entity is or was a potential future, current or past contact, customer, supplier or applicant of Company. All such "Contact Information" shall be deemed to be Confidential Information.

4.2 On-Graph shall at all times protect and safeguard the Confidential Information and agrees not to disclose, give, transmit or otherwise convey any Confidential Information, in whole or in part, to any other party.

4.3 On-Graph further agrees not to attempt to ascertain the source code of any computer program provided by Company by authorized or unauthorized access or review, reverse engineering, decompilation, disassembly, or any other

technique or method and to the extent any such activity may be permitted, the results thereof shall be deemed Confidential Information subject to the requirements of this Agreement.

4.4 Upon request of Company or upon termination of this Agreement, On-Graph shall promptly deliver to Company any and all documents, notes, or other physical embodiments of or reflecting the Confidential Information (including copies thereof) that are in its possession or control.

4.5 The provisions of this Article 4 shall survive after termination or expiration of this Agreement or any Assignment Order hereunder. Company shall have the right to take such action it deems necessary to protect its rights hereunder, including, without limitation, injunctive relief and any other remedies as may be available at law or equity.

5. OWNERSHIP

5.1 Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, trademark rights, *sui generis* database rights and all other rights of any sort throughout the world) relating to any and all inventions, works of authorship, designations, designs, know-how, ideas and information made, conceived or reduced to practice, in whole or in part in work performed as part of this engagement and under Assignment Orders from Company. All rights for designs, inventions, works of authorship and information generated by OnGraph prior to or separate from this engagement and Assignment Orders from Company shall reside with OnGraph.

6. FACILITIES

6.1 To the extent On-Graph has access to or uses the facilities or computer resources of Company, On-Graph agrees to comply at all times with the applicable rules and regulations regarding safety, security, use, and conduct. In the event On-Graph must access Company's proprietary software in order to perform the Services, such access and use shall be governed by a separate, mutually executed Limited Use Agreement between Company and On-Graph.

6.2 Unless provided at Company's sole discretion or unless otherwise agreed to in an Assignment Order, On-Graph shall provide its own hardware, software and equipment to provide the Services hereunder. Notwithstanding anything contained herein, if Company provides any computers, hardware, software or other facilities (collectively "Facilities"), the same shall continue to be Company property and On-Graph and its designated resources shall use the Facilities exclusively in accordance with this Agreement. All such Facilities shall be returned to Company at the end of the respective Assignment Order or if requested earlier by Company. The On-Graph

undertakes to take full responsibility that the designated resources shall take appropriate care of the Facilities and the return of the same to Company at the end of the respective Assignment Order in the condition it was delivered to the On-Graph or its designated resources.

7. RECORDS AND REPORTS

7.1 On-Graph shall maintain complete and accurate records of the work performed hereunder and the amounts invoiced.

7.2 Copies of the foregoing records and a status report in such detail as Company shall reasonably require shall be furnished to Company at such times and frequencies as Company may request.

8. WARRANTIES OF ON-GRAPH

8.1 On-Graph warrants that the Services shall be performed in a workmanlike and professional manner.

8.2 On-Graph warrants that On-Graph shall have a level of skill and experience commensurate with the requirements of the task to which On-Graph is required to perform.

8.3 In addition to its Confidentiality Obligations herein, On-Graph shall maintain, and shall require all employees and sub contractors, if subcontractors have been permitted in writing by Company, to whom it discloses Customer Information to maintain, effective information security measures to protect Customer Information from disclosure or use not specifically authorized pursuant to this Agreement. Such security measures will ensure the security and confidentiality of Customer Information, protect against any anticipated threats or hazards to the security or integrity of Customer Information, and protect against access to or use of Customer Information.

9. INDEMNITY

9.1 On-Graph will defend, any cause of action brought against Company, its Affiliates, subsidiaries, employees, directors, officers, and shareholders (collectively the "Indemnified Party"), to the extent that such cause of action is based on a claim that a Deliverable or Invention infringes a copyright, patent, trade secret, or other proprietary rights of a third party. On-Graph shall defend, at its expense, the Indemnified Party against any breach of warranty stated hereunder.

10. TERMINATION

10.1 This Agreement or any Assignment Order hereunder may be terminated prior to expiration or completion in accordance with the following:

(i) By Company without cause on thirty (30) days written notice.

(ii) By either party in the event the other party has failed to perform any obligation required to be performed under this Agreement or an Assignment Order and such failure is not corrected within thirty (30) days from receipt of written notice advising of such failure from the other party.

(iii) By the On-Graph without cause by providing sixty (60) days prior written notice to Company.

10.2 Upon completion, termination, or expiration of this Agreement or a given Assignment Order, On-Graph shall deliver to Company all copies of all Deliverables in their then current form or state, whether complete or incomplete.

11. INDEPENDENT CONTRACTOR

11.1 On-Graph agrees that it is an independent contractor and that it will perform under this Agreement as an independent contractor. Nothing in this Agreement shall be deemed to make On-Graph an agent, employee or partner of Company. On-Graph shall not be entitled to any of the fringe benefits of Company and shall have no authority to bind, commit, contract for, or otherwise obligate Company in any manner whatsoever. Furthermore, On-Graph shall withhold and pay Social Security, income taxes, and other employment taxes on behalf of itself.

12. LIMITATION OF LIABILITY

12.1 IN NO EVENT SHALL COMPANY BE LIABLE ON ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT COMPANY HAS PAID UNDER THE ASSIGNMENT ORDER WHICH GAVE RISE TO THE CAUSE OF ACTION.

13. NONSOLICITATION AND NONCOMPETE

13.1 During the term this Agreement is in effect, On-Graph agrees not to solicit or to offer employment to any employees of Company or an Affiliate of Company without the prior written consent of Company.

14. ACCEPTANCE

Company shall have thirty (30) days after the delivery and installation of the Deliverables (the "Acceptance Period") to inspect and test the Deliverables for compliance with specifications. Company shall be deemed to have accepted the Deliverables upon the occurrence of either of the following ("Acceptance"): (i) Company notifies On-Graph in

writing that Company is satisfied that the Deliverables complies with the documentation; or (ii) Company fails to notify On-Graph of noncompliance within the Acceptance Period.

15. GENERAL TERMS AND CONDITIONS

15.1 This Agreement and its Exhibits and Assignment Orders constitute the sole and exclusive statement of the terms and conditions hereof and supersede any prior discussions, writings, and negotiations with respect thereto. Any signed copy of this Agreement made by reliable means (e.g., photocopy or facsimile) shall be considered an original.

15.2 On-Graph shall not assign or transfer this Agreement or any Assignment Order or subcontract any work required to be performed by it without the prior written consent of Company. Any attempt to assign or transfer this Agreement shall be void.

15.3 The parties agree that this Agreement cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party.

15.4 Governing Law. In any action for injunctive relief, each party consents to the exclusive jurisdiction of the state and federal courts having jurisdiction in Madrid. This Contract will be governed by and interpreted in accordance with the laws of State of California, United States of America, without regard to conflict of laws principles, and is subject to any federal, state or local tariffs that may apply.

15.5 On-Graph agrees to comply with all applicable laws, regulations, and ordinances relating to its performance under

this Agreement. On-Graph will ensure that it is covered under the Employees Provident Fund and Miscellaneous Provisions Act and Employees' State Insurance Act having its independent Code number. Thus, ensuring that all the eligible employees are covered under these Acts.

15.6 Headings are for reference purposes only, have no substantive effect, and shall not enter into the interpretation hereof.

1.1. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.

15 In no event shall either party be liable to the other for any delay or failure to perform due to causes beyond the control and without the fault or negligence of the party claiming excusable delay, but only to the extent that such delay could not have been avoided by the taking of reasonable precautionary measures. Such causes shall include but are not limited to acts of God, floods, fire, acts of terrorism, war, etc

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the latest date set forth below:

COMPANY   **On-Graph Technologies Pvt. Ltd.**

By: _____   By: _____

Name: CLIENT NAME_____   Name: Nitin Gupta_____

Title: Founder _____   Title: Founder & CEO_____

Date: 05.09.16_____   Date: 05.09.16_____