



## CONSULTANCY AND SERVICE AGREEMENT

THIS CONSULTANCY AND SERVICE AGREEMENT (hereinafter referred to as "Agreement") is entered on the 15<sup>th</sup> February 2021 by and between

**TATA ELXSI Limited**, a company incorporated under the laws of Republic of India and having its registered office at ITPB Road, Whitefield, Bangalore-560 048, India hereinafter referred to as "**TEL**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors and assigns) of the **FIRST PART**;

And

**P. Joy Prabhakaran S/o P. A. Prabhakaran** residing at E-115, Brigade Gardenia, JP Nagar 7<sup>th</sup> phase, Bangalore 560 078 hereinafter referred as "**Consultant**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors and assigns) of the **SECOND PART**;

### WHEREAS

- A. TEL is a leading Information Technology Company, engaged in the business of providing Product Design Services, Industrial Design & Engineering Services, Animation, Visual effects, Game asset building and System Integration services;
- B. Consultant is an academician of **KS Institute of Technology (KSIT)**.
- C. TEL and Consultant have held discussions, whereby TEL has expressed its desire to engage the service of the Consultant to TATA ELXSI (hereinafter referred as ("**Services**")
- D. Pursuant to the above, the Consultant has agreed to render and provide Services to TEL, subject to and on such terms and conditions as set forth in this Agreement.

TEL and Consultant shall hereinafter be collectively referred to as "Parties" and individually as a "Party"

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

#### 1) Scope of Agreement

Consultant shall provide TEL with the Services specified in Schedule 1 of this Agreement and TEL shall in consideration thereof pay the Consultant the fees set out hereinafter. However, TEL reserves the liberty to change the scope of the Services specified in

TATA ELXSI LIMITED

*P. Joy Prabhakaran*



Schedule 1 at any point of time and shall have the liberty to transfer the Consultant from one 'Business Unit' of TEL to another Business Unit.

## 2) Services

The Services to be rendered by the Consultant shall be strictly in accordance with the provisions of the 'Agreed Services' listed out in as per Schedule 1. The Services shall commence from the Effective Date.

## 3) Non-Exclusivity

This Agreement shall be non-exclusive in nature for both the parties and TEL reserves its right to engage any other consultant(s) for providing similar Services. Consultant shall not provide similar services to other entities during the term of this Agreement without the prior written consent of TEL.

## 4) Payment

4.1 The Consultant shall be entitled to a retainer fee of **INR 4,00,000/- (Four lacs only)** per month, exclusive of GST. The Consultant shall submit an invoice on or before 20th day of calendar month with approved time sheets. TEL shall pay the fees on or before 1st for the previous month. The applicable Service Tax shall be included in the invoice submitted by the Consultant.

4.2 The Consultant shall ensure registration under the Goods and Service Tax Act and other Acts as required and provide the proof of registration details to TEL and the same shall be mentioned in all the invoices.

4.3 The fixed fees shall be payable to Consultant through wire transfer to Consultant's bank account, details of which shall be provided by the Consultant.

4.4 Payment of fees shall be subject to tax deducted at source. The Parties further agree that all other taxes, duties and other statutory charges and levies as applicable shall be borne by the Consultant. TEL will not be responsible for any claim towards taxes, levies or charges other than the charges mentioned and claimed in the invoice.

4.5 The Consultant shall not be entitled to any other payment other than the fee stated in Section 4.1 above for the Services rendered under this Agreement.

4.6 As the Consultant is an academican of KS Institute of Technology (KSIT) the invoice will be raised by KSIT and the Consultant has given consent to transfer the monthly charges to the Bank account of KSIT.

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## 5) Confidentiality

5.1 All confidential information (defined below) provided by TEL to the consultant, as confidential information of TEL should be kept strictly confidential. Except as provided in this Agreement, Consultant shall not use, disclose to anyone, reproduce, duplicate, copy, otherwise distribute, or disseminate any Confidential Information of TEL to any third party. For purposes of this Agreement, "Confidential Information" of TEL shall mean any information which is disclosed to the Consultant during the term of this Agreement and which is in oral, written, recorded, electronic, graphical or other tangible form and marked confidential and/or proprietary or with a similar legend or other notation denoting the confidential nature of the information or proprietary interest of TEL or that, by the nature of the information and circumstances surrounding the disclosure or receipt, would generally be treated by a Party as proprietary or confidential even in the absence of such legend or notation.

5.2 Upon termination of this Agreement and, in any event, upon the written request of TEL the Consultant shall return to TEL all original copies and reproductions (in any form or media) of the Confidential Information with ten (10) days from the termination or expiration of this Agreement or destroy all original copies and reproductions (in any form or media) and certify to TEL in writing that the Consultant has complied with the requirements of this Section. The confidentiality obligations stated herein shall survive the expiry / termination / non-renewal of this Agreement and continue to be binding on the Consultant.

5.3 The Consultant agrees not to disclose or discuss details of his compensation package to any third party at any point of time.

## 6) Ownership Of Work Or Any Derivative Arising Out Of Work

The Consultant agree that all work product developed under this Agreement are the sole property of TEL. The Consultant agrees to irrevocably assign transfer, grant and convey to TEL its successors and assigns all of Consultants right title interest in and to such work product and all copyrights and other intellectual property rights represented or embodied therein and shall ensure that such work products are free from liens, encumbrances charges and third party claims whatsoever.

## 7) Non-Solicitation and Non-Compete

7.1 Consultant acknowledges and agrees that the nature of this relationship would involve exposure to contacts and relationships of TEL and at any time during the engagement by TEL and for a period of six (6) months thereafter, for any reason, solicit, or assist in the soliciting of, or cause or authorize any person, directly or indirectly, to: (a) solicit any business from any Client of TEL that would have an impact the business of TEL with such

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Client ;or (b) persuade any Client to cease or reduce its or his/her business with TEL; or (c) provide any similar services provided under this Agreement to or accept any similar business from any Client of TEL that would have an impact on TEL's relationship or business with that Client; or (d) cause or authorize any person, to take any of the actions prohibited herein; or (e) employ, solicit for employment, or recommend for employment any person employed by TEL.

7.2 **Non-Compete:** Consultant agrees that during the term of this Agreement for a period of six (6) months thereafter, the Consultant will not engage in any business activity, which is competitive with TEL that will harm TEL's business.

#### 8) Ethics And Code Of Conduct

The Consultant shall ensure that the Consultant will conduct himself in a professional manner observing proper decorum and shall follow the true spirits of TATA values, culture and the Code of Conduct, which is posted, on TEL's s website. The Consultant hereby acknowledges and agrees that the Consultant has read and understood TATA values, culture, the Code of Conduct and shall strictly abide by the same.

#### 9) Status of Engagement

9.1 The Consultant status shall be that of an independent contractor and shall not be deemed to be an agent or employee of TEL for any purpose whatsoever.

9.2 The Consultant shall be designated as "Consultant" and shall be issued with TEL business card and a TEL's email ID. The Consultant is bound to use TEL's email ID only for official purpose and should strictly follow the network security policy of TEL.

9.3 Consultant shall render the Services with promptness and diligence and will execute the same in a workman like manner, consistent with required levels of quality and performance as agreed upon by the Parties.

9.4 Consultant shall use best efforts to do all things necessary or desirable to give full effect to this Agreement.

9.5 Consultant shall not make any binding financial commitments on behalf TEL without prior authorization from TEL.

#### 10) Notices

All notices shall be in writing and shall be deemed effectively given (a) upon personal delivery to the Party to be notified, (b) by email or facsimile, or (c) one (1) day after receipt by the addressee, with a internationally recognised courier, to the following addresses:

TATA ELXSI LIMITED

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If to TEL

Umashankar Chelliah  
ITPB Road, Whitefield, Bangalore-560 048  
India.  
Tel: +91 80 22979123  
Fax: + 91 80 2841 052  
E-Mail: Shankar.chelliah@tataelxsi.co.in

If to the Consultant

P. Joy Prabhakaran  
Phone: 9880060979

### 11) Term and Termination

11.1 The Agreement shall be valid for an initial period of **Six (6) Months** from **15<sup>th</sup> February 2021** of this Agreement.

11.2 The Parties hereby agrees that the either Party shall be entitled to terminate this Agreement by providing thirty (30) days prior written notice to the other Party. However, TEL shall have the liberty to terminate the Agreement with immediate effect, if the Consultant commits a breach of any of the terms and conditions of this Agreement.

11.3 In the event of a termination the Consultant shall return all information and material provided if any pursuant to this Agreement within ten (10) days of the date of termination of the Agreement, along with the copies thereof. Notwithstanding the termination of this Agreement by TEL or the Consultant, the Consultant's confidentiality obligations under this Agreement shall continue.

### 12) Indemnity

The Consultant shall indemnify and hold TEL, and their respective officers, directors, employees, successors and assigns, harmless from and against any and all claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, penalties, fines, judgments, settlements, expenses (including attorneys' and accountants' fees) and costs (collectively, "Claims"), incurred by, borne by or asserted against TEL to the extent such Claims in any way relate to, arise out of or result from and against all direct losses arising from:

- a) any intentional or willful misconduct or negligence by the Consultant;
- b) loss or damage to property of TEL whether owned, hired, or otherwise provided by TEL;
- c) personal injury including death caused to any employees of TEL or its customers employees arising from or relating to the performance of the Services;
- d) any breach or default in the performance by the Consultant of any of the covenants to be performed by the Consultant under this Agreement;

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- e) any acts or omissions by the Consultant in violation of applicable state, or local laws applicable to its business or the performance of Services under this Agreement; and
- f) any actual or alleged infringement or misappropriation of any patent, copyright, trademark, trade name, trade secret or other proprietary or intellectual property rights of any third party while providing Services under this Agreement.

### 13) Limitation of Liability

TEL'S LIABILITY FOR ANY DIRECT DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE COMPENSATION RECEIVED BY THE CONSULTANT IN THE PRECEDING MONTH IN WHICH THE DISPUTE AROSE. THIS LIMITATION WILL APPLY, EXCEPT AS OTHERWISE STATED IN THIS SECTION, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE. EXCEPT AS MAY BE PROVIDED ELSEWHERE IN THIS AGREEMENT TEL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST SAVINGS, LOSS OF ANTICIPATED REVENUE, OR ANY EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY.

### 14) Mutual Responsibilities

No news, release, public announcement, advertisement or publicity released by either Party concerning the relationship between the Parties or either Party shall make the Parties unless the other Party has in writing approved the form and content of such news, releases, public announcement, advertisement or publicity.

### 15) General

- 15.1 The Consultant shall not assign his interest under this Agreement to any other person without the prior written consent of TEL.
- 15.2 The Consultant shall not solicit or hire for employment either directly or indirectly an employee of TEL during the term of this Agreement and for a period of two (2) years after termination of this Agreement without the prior written consent of TEL.
- 15.3 No act of forbearance and no concession shown by either Party to the other in the performance of any of the terms of this Agreement shall be construed as a waiver of the relevant provision by the former and shall not supply a ground to the latter to seek similar forbearance or concession for the future.
- 15.4 This Agreement constitutes the entire Agreement between the Parties on its subject and supersedes all prior Agreements, arrangements or understandings, whether verbal.

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written or implied. Any amendments to this Agreement shall be in writing and signed by both Parties.

15.5 This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of Republic of India. All dispute or difference arising between the Parties as to the effect, validity or interpretation of this Agreement or as to their rights, duties or liabilities hereunder (**Disputes**) shall be resolved by mutual discussion between representatives of TEL and the Consultant.


15.6 In the event of failure to reach an amicable solution by both the Parties within thirty (30) days from the commencement of mutual discussions, such Dispute shall be referred to and settled by Arbitration by three Arbitrators, one to be appointed by each Party and the third to be appointed by the two Arbitrators. The Arbitration proceedings shall be in accordance with the Indian Arbitration & Conciliation Act 1996. The venue of arbitration proceedings shall be Bangalore and the arbitration proceedings shall be in English language. Further, nothing in this Agreement will prevent TEL from resorting to judicial proceedings if interim or provisional relief from a court is necessary to prevent or stop a breach of any confidentiality provisions or intellectual property rights. Nothing in this Agreement will prevent TEL from resorting to judicial proceedings as necessary to determine the validity or ownership of any copyright, patent or trademark owned or asserted by TEL to the Agreement.

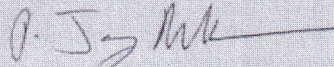
15.7 The Parties hereby agrees to submit to the exclusive jurisdiction of the courts in Bangalore, for initiating any legal action for enforcing any terms and conditions of rights and obligations under this Agreement.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement on the Effective Date.

For and on behalf of TATA ELXSI LIMITED

Consultant

  
Name: Rajagopalan S.  
Title: Head – Human Resources  
Date: 12 February 2021

  
Name: P. Joy Prabhakaran  
Title: Professor  
Date: 14 Feb 2021

TATA ELXSI LIMITED



Schedule -1  
Agreed Services

OBLIGATIONS AND RESPONSIBILITIES OF THE CONSULTANT

Guiding team on Player deep dive to achieve performance improvement and architecture along with Player team ramp up.

To interface with Player vendor team and customer to convince on the aspects in performance improvements needed for video and content side etc.

Player related activities.

Improve Player performance in all apps.

Review the Player code, bring out the QoS parameter and performance measurements.

Mentor the Player Transition Team.

A handwritten signature in black ink, appearing to read 'D. Jy M' followed by a horizontal line.





27 July 2021

Name: Joy Prabhakaran P.  
Consultant No: 24680  
Location: Bangalore

Dear Joy,

We are pleased to inform you that the "Consultant Agreement" dated 15 February 2021 (Original agreement date) between Tata Elxsi limited and yourself has been extended for a further period from 15 August 2021 to 28 February 2022.

The consultant fees for the said extension period would be Rs. 4,00,000/- per month exclusive of GST.

The Consultant shall submit an invoice on or before 20th day of calendar month. TEL shall pay the fees on or before 1st for the previous month. The applicable GST shall be included in the invoice submitted by the Consultant.

The Consultant shall ensure registration under the GST Act and other Acts as required and provide the proof of registration details to TEL and the same shall be mentioned in all the invoices.

The fixed fees shall be payable to Consultant through wire transfer to Consultant's bank account, details of which shall be provided by the Consultant.

Payment of fees shall be subject to tax deducted at source. The Parties further agree that all other taxes, duties and other statutory charges and levies as applicable shall be borne by the Consultant. TEL will not be responsible for any claim towards taxes, levies or charges other than the charges mentioned and claimed in the invoice.

The Consultant shall not be entitled to any other payment other than the fee stated above for the Services rendered under this Agreement.

All other terms and conditions of the said agreement dated 15 February 2021 (Original agreement date) will remain the same.

We would request you sign at the designated space as a token of your acceptance.

With best wishes for mutually fulfilling association,

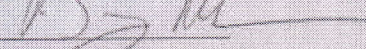
Yours Cordially,

  
Rajagopalan S.

Head - Human Resources

Place: Bangalore

I accept the terms and conditions of the "Consultant Agreement" dated 15 February 2021 and the changes indicated thereof in this letter dated 27 July 2021.

Consultant Name: P. Joy PRABHAKARAN Signature: 

Date: 28 July 2021

Place: Bangalore

**TATA ELXSI**

Registered Office: Tata Elxsi Limited ITPO Road Whitefield Bangalore 560 090 India  
Tel: +91 98 2207 91 73 Fax: +91 98 2281 1474

www.tataelxsi.com

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engineering creativity



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And

P. Joy Prabhakaran S/o P. A. Prabhakaran residing at E-115, Brigade Gardenia, JP Nagar 7<sup>th</sup> phase, Bangalore 560 078 hereinafter referred as "**Consultant**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors and assigns) of the **SECOND PART**;

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- D. Pursuant to the above, the Consultant has agreed to render and provide Services to TEL, subject to and on such terms and conditions as set forth in this Agreement.

TEL and Consultant shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

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

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TATA ELXSI LIMITED

*P. Joy Prabhakaran*