

- 8.4. The Service Provider shall provide all necessary assistance including all required documentation to Company, in defending any action or claim, which may arise against Company, from and out of the provisions of this Agreement.
- 8.5. Service Provider shall make best endeavors to undertake operations relating to SaaS as well as maintaining service uptime and providing customer support. In particular, the Service Provider shall do any other act as is necessary or directed by Company from time to time.

9. Other Obligations of Company

- 9.1. Company shall ensure payment of all monies due to Service Provider under this Agreement on a timely basis as per Schedule 2.
- 9.2. Company shall provide to the Service Provider, all information that is necessary and reasonable for the performance of the obligations of Service Provider under this Agreement.

10. Confidentiality

- 10.1. Service Provider agrees that it shall at all times maintain and keep secret and privileged the Confidential Information and shall not disclose or divulge the same or any part thereof to any Third Party without the prior written consent of Company in that behalf.
- 10.2. Service Provider agrees to use the Confidential Information only for the purposes of this Agreement or otherwise as expressly permitted by the Agreement.
- 10.3. Service Provider agrees not to make copies of any such Confidential Information or any part thereof except for the purpose of the Agreement.
- 10.4. Service Provider shall disclose the Confidential Information to only such Service Providers, to whom such disclosure is necessary for the performance of the obligations contained herein on a “need to know basis”. Service Provider shall ensure that such Service Providers shall undertake similar confidentiality obligations, prior to accessing the Confidential Information.
- 10.5. In the event that any Confidential Information is required to be disclosed under law, the Service Provider undertakes to make only such disclosures as are required to be made under law to the concerned authorities. The Service Provider shall intimate Company in writing of such mandatory disclosure norms as and when they may become applicable.
- 10.6. The Service Provider shall enter into a Confidentiality Agreement with any Third Party to whom it discloses or needs to disclose any Confidential Information.
- 10.7. The Service Provider shall make Company a third party beneficiary in any confidentiality agreement that it may enter into with a Third Party.

11. Indemnity

- 11.1. Service Provider shall, at its own cost and expense, indemnify, defend or settle, and hold Company and/or its Clients free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, relating to, resulting from or in any way arising out of:
 - 11.1.1 Breach of any of its obligations, representations or warranties contained herein, including loss or damage arising out of (a) misconduct or negligence of the professionals assigned to the Project Belief R&D activities; or (b) any claim of infringement of any Third Party's Intellectual Property;
 - 11.1.2 Any claim, suit or proceeding brought against Company by any Third Party for any harm, loss or injury suffered by any Third Party arising from and out of the performance or non-performance of the Services provided by Service Provider pursuant to the Agreement;
 - 11.1.3 Any claim, suit or proceeding brought against Company by any Third Party arising from and out of any deficiency of Service provided by Service Provider pursuant to this Agreement; or
 - 11.1.4 Any action of Service Provider not authorized or permitted under the Agreement.
- 11.2. Company shall, at its own cost and expense, indemnify, defend or, and hold Service Provider free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of any of its obligations, representations or warranties contained herein including loss or damage arising out of misconduct or negligence.

12. Term

This Agreement shall come into force from the Effective Date and shall continue to remain in force unless earlier terminated in accordance with the Agreement.

13. Termination

- 13.1. Either Party shall be entitled to terminate this Agreement by giving a notice of sixty (60), in writing, to the other Party:
 - 13.1.1 If the other Party commits a breach of its representations, warranties or its obligations under this Agreement and the breach is not cured upon the expiration of the notice period, it is hereby mutually agreed between the Parties that no notice for termination shall be issued pursuant to this clause without recourse to arbitration in accordance with **Clause 17**;
 - 13.1.2 If a court having jurisdiction shall enter a decree or order for relief in respect of the other Party in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee,

sequestrator (or similar official) of the other Party or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and such decree or order shall remain unstayed and in effect for a period of sixty (60) consecutive days; or

13.1.3 If the other Party shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) or for any substantial part of its property, or shall make any general assignment for the benefit of creditor, or shall fail to pay its debts as they become due; or

13.1.4 If any order, judgement or decree is entered in any proceeding against the other Party decreeing its dissolution and such order, judgement or decree remains unstayed and in effect for more than sixty (60) days;

13.2. This Agreement may be terminated by mutual consent by giving thirty (30) days notice.

13.3. Company shall be entitled to terminate this Agreement without cause, by giving sixty (60) days written notice to Service Provider.

14. Consequences of Termination

14.1. Service Provider shall forthwith cease to provide Services to Company or its clients and withdraw its personnel from Project Belief R&D activities upon the termination of this Agreement.

14.2. The Service Provider shall forthwith return and deliver back to the Company any and all Confidential Information and Intellectual Property, including all copies thereof irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Confidential Information and shall erase from all of its computers and storage devices any electronically stored Confidential Information.

14.3. Company shall within a period of sixty (60) days of termination pay to Service Provider all sums due and payable for the Services rendered until termination. For removal of doubts, if the Agreement is terminated for reasons other than the default of Company, Service Provider shall not be entitled to any further payments of consideration from Company, except on a pro-rata basis for the period from the Effective Date of the Agreement to the date of termination.

14.4. In the event of the termination of the Agreement for the default of the Service Provider, Company shall be entitled to procure similar services at the risk, cost and consequences of Service Provider.

14.5. At such time that this Agreement terminates, Service Provider will deliver to Company any and all Confidential Information, including all copies thereof irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Confidential Information and shall erase from all of its computers and storage devices any electronically stored Proprietary Information.

- 14.6. It is clarified that the specific inclusion of the above remedies in the Agreement does not preclude, bar, restrict or in any manner limit the availability of other remedies to Company.
- 14.7. Notwithstanding the termination of the Agreement, the provisions of the Agreement the nature of which should reasonably require the survival thereof shall survive the termination of the Agreement.

15. Arbitration

- 15.1. The Parties to the Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion failing which, by arbitration.
- 15.2. The Parties agree that the discussions shall be held in the spirit of resolution of the issues that have arisen between them with the intention of resolving the issues amicably at the earliest. If the applicant is not satisfied with the outcome of the discussions, within fifteen (15) days from the receipt of the response, it shall resort to arbitration.
- 15.3. In case of such failure as mentioned in Clause 17.2, the Parties shall be bound to submit all disputes and differences howsoever arising of, or in connection with this Agreement, to arbitration. The Parties agree that any and all controversies, claims or disputes with anyone arising out of, relating to or resulting from performance of the Services under this Agreement or the termination of this Agreement, including any breach of this Agreement, shall be subject to binding arbitration by one arbitrator before the Singapore International Arbitration Centre (“SIAC”) under the provisions of the Singapore International Arbitration Centre Rules (the “SIAC Rules”). The parties agree to arbitrate and thereby agree to waive any right to approach a court with respect to all disputes arising from or related to this agreement, including, without limitation, any statutory claims.
- 15.4. The arbitration shall be conducted by a sole arbitrator as may be mutually agreed upon by the Parties or, failing which, in accordance with the SIAC. The Parties agree that the arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The Parties also agree that the arbitrator shall have the power to award any remedies, including attorneys’ fees and costs, available under applicable law. The Parties agree that the arbitrator shall administer and conduct any arbitration in a manner consistent with the SIAC Rules. The Parties further agree that the decision of the arbitrator shall be in writing. Except as provided by the SIAC and this Agreement, arbitration shall be the sole, exclusive and final remedy for any dispute between the Parties. Accordingly, except as provided for by the SIAC and rules thereto and this Agreement, neither the Service Provider nor Company will be permitted to pursue court action regarding claims that are subject to arbitration. Notwithstanding, the arbitrator will not have the authority to disregard or refuse to enforce any lawful Company policy, and the arbitrator shall not order or require Company to adopt a policy not otherwise required by law which Company has not adopted. The seat of arbitration shall be state of Singapore. The language to be used in the arbitration proceedings shall be English.
- 15.5. In addition to the right under the SIAC to petition the court for provisional relief, the Parties agree that any party may also petition the court for injunctive relief where either party alleges or claims a violation

of this Agreement or any other agreement between the Service Provider and Company or any other agreement regarding inventions, trade secrets, confidential information or non-solicitation. The Parties shall be entitled to seek and enforce specific performance of this Agreement, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.

- 15.6. Each of the Parties acknowledge and agree that the respective Party is executing this Agreement voluntarily and without any duress or undue influence by the other Party or anyone else. The Parties further acknowledge and agree that each Party has carefully read this Agreement and has asked any questions needed to understand the terms, consequences and binding effect of this Agreement and fully understand it. Finally, the Parties agree that each Party has been provided an opportunity to seek the advice of an attorney of its choice before signing this Agreement.

16. Governing Law and Jurisdiction

- 16.1. This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of the Singapore and India.
- 16.2. Subject to Clause 17, the courts in Singapore shall have exclusive jurisdiction over all matters arising pursuant to this Agreement.

17. Miscellaneous

- 17.1. No waiver: Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in this Agreement shall constitute a waiver by that Party of that or any other right, remedy or power.
- 17.2. Partnership: Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture or an association of persons or a body of individuals or any other entity of like nature between any of the Parties hereto and none of them shall have any authority to bind the other in any way.
- 17.3. Independent contractor: The relationship between the Company and the Service Provider shall be that of independent contractors. No party to this Agreement shall be an agent of the other, and no Service Providers or agents of any party shall be considered the Service Providers or agents of the other party. Each party shall be responsible for its Service Providers' and agents' compliance with all applicable laws while performing under this Agreement.
- 17.4. Entire Agreement: This Agreement constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes all prior Agreements and understandings whether oral or written with respect to such subject matter and no variation of this Agreement shall be effective unless reduced into writing and signed by or on behalf of each Party.
- 17.5. Severability: In the event that any term, condition or provision of this Agreement is held to be in violation of any applicable law, statute or regulation or if for any reason a court of competent jurisdiction finds any provision of the Agreement or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

- 17.6. Force Majeure: Neither Party shall be liable nor responsible for any damages in any manner whatsoever for any failure or delay to perform or fulfill any of their obligations under this Agreement when such failure or delay is due to fire, riot, strike, lockout, war, civil commotion, malicious damage, accident, breakdown of plant or machinery, fire, flood, storm, labor unrest such as but not limited to gherao, go slow tactics, acts of God, omissions or acts of public authorities preventing or delaying performance of obligation relating to acts of public authorities, including changes in law, regulations or policies of the Government, regulatory authority acts beyond the control of the Parties, or for any other reasons which cannot reasonably be forecast or provided against, and which cannot be predicted by men of ordinary prudence.
- 17.7. Timing: Service Provider expressly acknowledges that time is the essence in the Agreement and agrees to perform its obligations in accordance with the time schedules set herein.
- 17.8. Amendment: No variation or amendment to this Agreement shall be effective unless it is in writing and signed by the Parties.
- 17.9. Subcontractors and Company Agents: Service Provider undertakes not to subcontract any of its obligations or rights under the Agreement to any Third Party, whether it be a subcontractor, agent or otherwise, except with the prior written consent of the Company. However, notwithstanding to anything contained under this Agreement, the Service Provider reserves the right to engage and execute necessary agreements with any third party vendor including the right to share information with any Third Party, for the purpose of performing the specific Services or other related activities, provided that such engagement does not involve subcontracting the entirety of the Service to be provided by the Services Provider under this Agreement. It is hereby clarified that nothing in this Agreement shall permit the Service Provider to subcontract the entire service or its core obligations under this Agreement.

18. Notices

- 18.1. Any notice to be given by any Party to the Agreement shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post or through a delivery service/courier, by hand delivery, by fax or by email to the following address:

To the COMPANY at:

Name of the person concerned: Nitin Bindlish

Address: Address: 20, Bendemeer Road, #03-12, BS Bendemeer Centre, Singapore 339914

E-mail: nbindlish@momsbelief.com

To the SERVICE PROVIDER at:

Name of the person concerned: Rajeev

Address: T18/2, DLF Phase 3, Gurgaon 122001

E-mail: rlakwal@momsbelief.com

18.2. Any notice given as provided by this Clause shall be deemed received by the Party to whom it is addressed when:

19.2.1 in the case of any notice delivered by hand, when so delivered;

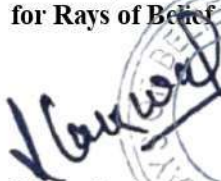
19.2.2 if sent by pre-paid post on the third clear day after the date of posting;

19.2.3 in the case of any notice sent by facsimile, upon the issue to the sender of a transmission facsimile machine message which shows the relevant number of pages comprised in the notice to have been sent and result of the transmission is "OK" and such facsimile is immediately sent by pre-paid post provided always that in the case of a facsimile notice the notice shall for the purposes of this Agreement be deemed to have been duly signed if the name of the person or company giving the notice on behalf of the Party is affixed by mechanical means or device on the Service Provider notice;

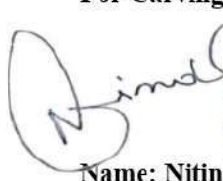
19.2.4 if sent by e-mail, 24 hours after the mail is sent.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

**SIGNED, AND DELIVERED by,
for Rays of Betel Private Limited**


Name: Rajeev
Title: Director

**SIGNED AND DELIVERED by,
For Carving Futures Pte. Ltd.**


Name: Nitin Bhandari
Title: Director

SCHEDULE 1

Project Belief R&D activities

PHASE 1

1. **Strengthening Existing Programs:**

- Enhance the Home Program's Therapeutical Developmental Kit (TDK) by integrating more play-based interventions.
- Develop new Therapeutic Developmental Kits to promote universal acceptance and reduce stigma related to special needs intervention.

2. **Family-Centric Shift:**

- Transition focus from just mothers to entire families, emphasizing social-emotional learning (SEL).
- Move from academic-based interventions to a more holistic approach, measuring impact beyond standard cognitive evaluations.

3. **Community and Collaboration:**

- Build a support platform for families, extend outreach to governmental and global organizations.

4. **Sustainability and Scalability:**

- Create a self-sustaining ecosystem by offering affordable and accessible services.
- Expand the program's reach across multiple countries, impacting a broader audience.
- Improve skill development, parenting efficacy, family cohesion, and happiness through innovative interventions.

5. **Data Collection and Evaluation:**

- Utilize various assessment tools to monitor progress, including skill development, family sense of coherence, and happiness indices.
- Regular surveys and assessments will help gauge the effectiveness of the program and its impact on the community.



PHASE 2

1. Policy Advocacy:

- Collaborate with government bodies like the Ministry of Health and Family Welfare (MoHFW) in India and Medicaid in the U.S. to integrate neurodiversity therapies into existing healthcare schemes.
- Advocate for the inclusion of Learning through Play (LtP) principles in national policies and healthcare programs.

2. Affordability and Access Initiatives:

- Implement initiatives to subsidize therapy costs, making the program accessible to economically disadvantaged families.
- Ensure that financial constraints do not hinder access to therapy services for neurodiverse children.

3. Professional Development and Community Engagement:

- Establish a national professional association and sub-associations focusing on occupational therapy, speech therapy, and medical practices.
- Expand the parent community built in Phase 2 and facilitate continuous learning and best practices within the professional community.

4. Technology Integration and Resource Development:

- Utilize machine learning and AI to enhance the efficiency and reach of the Family Support Program.
- Develop a multilingual resource library in Hindi, Arabic, and Spanish to make critical information accessible to a wider audience.

5. Providing Therapy services:

- Providing Therapy services to economic weaker sections at a discount price.



SCHEDULE 2

PAYMENT SCHEDULE

Company shall pay to Service Provider as per cost plus model which is in accordance with the terms and conditions specified in this Agreement.

