

## **SVARAM Consulting Agreement**

This Consulting Agreement states the terms and conditions that govern the contractual agreement between SVARAM and all clients who agree to be bound by this Agreement.

**WHEREAS**, SVARAM offers consulting services in the field of Musical Instruments, Installations, Experiences, Programs & Education.

**WHEREAS**, the Client desires to retain the services of the SVARAM to render consulting services with regard to [Scope of consulting services] according to the terms and conditions herein.

**NOW, THEREFORE**, In consideration of the mutual promises made by the parties hereto, SVARAM and the Client (individually, each a “Party” and collectively, the “Parties”) agree as follows:

This Agreement shall begin on [Begin date] and continue for [Time period]. Either Party may terminate this Agreement for any reason with [Days written notice] days written notice to the other Party.

SVARAM agrees that it shall provide its expertise to the Client for all things pertaining to [Scope of consulting services] (the “Consulting Services”).

In consideration for the Consulting Services, the Client shall pay SVARAM at the rate of [Rate] per hour. SVARAM shall invoice the Client once every [Invoice timeframe] and such invoices shall be due and payable within [Invoices payable within time frame] days of the Client’s receipt of the invoice.

The Parties acknowledge and agree that SVARAM will hold all intellectual property rights in any work product resulting from the Consulting Services including, but not limited to, copyright and trademark rights. The Client agrees not to claim any such ownership in such work product’s intellectual property at any time prior to or after the completion and delivery of such work product to the Client.

SVARAM shall not disclose to any third party any details regarding the Client’s business, including, without limitation any information regarding any of the Client’s customer information, business plans, or price points (the “Confidential Information”), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

The Client agrees to indemnify, defend, and protect SVARAM from and against all lawsuits and costs of every kind pertaining to the Client’s business including reasonable legal fees due to any act or failure to act by the Client based upon the Consulting Services.

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

### **11. Applicable Law**

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the India and subject to the exclusive jurisdiction of the federal and state courts located in Tamilnadu (INDIA).