

SERVICE AGREEMENT

This **Service Agreement** ("Agreement") is made and entered into on this **[Date]** (the "Effective Date") by and between:

Infibulls Solutions LLP, a company incorporated under the laws of India, having its registered office at **3rd floor, B2B Centre, 314, Agarwal, D'Monte Ln, next to Malad Industrial Estates, Kanchpada, Malad, Mumbai, Maharashtra 400064** (hereinafter referred to as the "Company," "Kubergrow," "we," or "us"), which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns;

AND

[Client's Full Name/Company Name], a **[type of entity, e.g., individual, company, partnership]** having its principal place of business or residence at **[Client's Address]** (hereinafter referred to as the "Client," "you," or "your"), which expression shall, unless repugnant to the context or meaning thereof, include its successors, representatives, and permitted assigns.

Infibulls Solutions LLP and the Client shall collectively be referred to as the **"Parties"** and individually as a **"Party."**

1. SCOPE OF SERVICES

1.1 Services Provided: Infibulls Solutions LLP ("DigitalWealth") agrees to provide the Client with professional financial advisory and investment-related services, including but not limited to:

- a. Financial Advisory Services:** Infibulls Solutions LLP shall offer strategic and comprehensive financial advice on investment opportunities, debt management, wealth planning, risk mitigation, and other related financial goals tailored to the Client's objectives and requirements.
- b. Investment Facilitation:** Infibulls Solutions LLP shall identify and facilitate suitable investment opportunities for the Client, including but not limited to equity, debt instruments, mutual funds, real estate advisory, or other relevant financial products as agreed upon by the Parties.

- c. Portfolio Review and Management:** Infibulls Solutions LLP may provide periodic reviews of the Client's investment portfolio and recommend adjustments to optimize financial performance in line with market conditions and the Client's risk appetite.
- d. Customized Financial Solutions:** Where required and requested in writing by the Client, Infibulls Solutions LLP shall develop and implement tailored financial strategies that align with the Client's specific financial objectives.
- e. Other Agreed Services:** Infibulls Solutions LLP may offer any other financial consultancy, advisory, or support services as mutually agreed upon between the Parties in writing, from time to time.

Infibulls Solutions LLP undertakes to provide the Services in a professional, diligent, and commercially reasonable manner, using its expertise, industry best practices, and due care to meet the expectations of the Client to the extent possible under this Agreement.

1.2 Service Limitations: The Client expressly acknowledges and agrees that:

- a. Infibulls Solutions LLP provides advisory and facilitation services only and does not guarantee any specific results, returns on investments, or financial outcomes;
- b. All advice, analyses, reports, or recommendations provided by Infibulls Solutions LLP are for informational purposes and shall not be construed as absolute directives. The Client retains full responsibility for any decisions made based on such advice or information;
- c. Infibulls Solutions LLP does not offer or perform investment guarantees, insurance guarantees, or legal, tax, or accounting services unless expressly agreed to in writing.

- 1.3 **Changes to Services:** Infibulls Solutions LLP reserves the right, at its sole discretion, to modify, update, reduce, or expand the Services offered under this Agreement. Infibulls Solutions LLP shall provide the Client with at least thirty (30) days' prior written notice of any material change to the scope of Services. Continued use of Services by the Client after such notice shall constitute acceptance of the changes.
- 1.4 **Service Delivery Timelines:** Infibulls Solutions LLP shall make commercially reasonable efforts to deliver the Services within the timelines agreed upon between the Parties. However, the Client acknowledges that certain delays may occur due to external factors beyond the control of Infibulls Solutions LLP, including but not limited to market volatility, third-party vendor delays, regulatory requirements, or force majeure events.
- 1.5 **Client Cooperation and Obligations:** The Client agrees to fully cooperate with Infibulls Solutions LLP and provide all relevant information, documents, access, and authorizations necessary to enable Infibulls Solutions LLP to deliver the Services effectively. The Client acknowledges that failure to cooperate or provide the required information may result in delays, suspension, or termination of Services under this Agreement.
- 1.6 **Independent Nature of Services:** The Parties agree that Infibulls Solutions LLP shall act as an independent service provider while delivering Services under this Agreement. Nothing in this Agreement shall create an employer-employee relationship, partnership, or joint venture between the Parties.
- 1.7 **No Fiduciary Obligation:** The Parties agree that Infibulls Solutions LLP shall act in an advisory capacity and shall not owe any fiduciary duty or other special obligations to the Client except as specifically provided for under applicable laws.

2. CLIENT RESPONSIBILITIES:

- 2.1 **Provision of Accurate and Timely Information:** The Client agrees to provide accurate, complete, and up-to-date information and documentation as requested by Infibulls Solutions LLP for the performance of the Services. The Client is solely responsible for ensuring the veracity and reliability of all data and documents submitted.
- 2.2 **Compliance with Applicable Laws:** The Client undertakes to comply with all applicable local, state, and national laws, regulations, and guidelines, including but not limited to those related to taxation, investments, and financial transactions.
- 2.3 **Payment Obligations:** The Client agrees to make timely payments as stipulated under **Section 3** of this Agreement. Failure to pay on time may result in suspension or termination of Services as per **Section 6**.
- 2.4 **Risk Acknowledgment:** The Client acknowledges that financial advisory services involve inherent risks. The Client agrees that all decisions made following the advice or recommendations of Infibulls Solutions LLP are the Client's sole responsibility, and Infibulls Solutions LLP shall not be liable for any resulting outcomes.
- 2.5 **Third-Party Engagements:** If the Client engages third-party vendors, service providers, or consultants based on Infibulls Solutions LLP recommendations, Infibulls Solutions LLP shall not be held responsible for the conduct, services, or deliverables of such third parties.

3. FEES AND PAYMENT

- 3.1 **Service Fees:** The Client agrees to pay Infibulls Solutions LLP the fees for the Services rendered as specified in **Annexure A** or any mutually agreed written document. The fees may include fixed fees, hourly rates, or performance-based charges, as agreed between the Parties.

- 3.2 **Payment Schedule:** The Client shall make payments as per the schedule outlined in **Annexure A**, or as agreed upon in writing. All payments shall be made in Indian Rupees (INR) via electronic transfer or other mutually acceptable modes.
- 3.3 **Late Payments:** Any payment not received by Infibulls Solutions LLP within the due date shall attract interest at the rate of **[10% per month]**, calculated on a pro-rata basis until the amount is paid in full.
- 3.4 **Taxes:** All fees are exclusive of applicable taxes, including but not limited to GST, which shall be borne by the Client.
- 3.5 **Expenses:** Any out-of-pocket expenses incurred by Infibulls Solutions LLP while delivering the Services (e.g., documentation costs, etc.) shall be reimbursed by the Client upon submission of relevant invoices or receipts.

4. CONFIDENTIALITY

- 4.1 **Confidential Information:** Both Parties agree to maintain the confidentiality of all information shared under this Agreement, including business strategies, financial information, client data, reports, and other proprietary or sensitive information ("Confidential Information").
- 4.2 **Obligations:** Neither Party shall disclose Confidential Information to any third party without the prior written consent of the other Party, except where required by law.
- 4.3 **Exceptions:** Confidential Information does not include information that:
- a. Is publicly available at the time of disclosure;
 - b. Becomes publicly available through no fault of the receiving Party;

c. Was rightfully obtained by the receiving Party from a third party without restrictions.

4.4 Return or Destruction of Information: Upon termination of this Agreement, both Parties shall return or destroy all Confidential Information, as directed by the disclosing Party.

4.5 Privacy and Data Protection: Infibulls Solutions LLP and the Client agree to comply with all applicable data protection laws and regulations. By entering into this Agreement, the Parties consent to the collection, storage, and use of their personal and business data solely for purposes related to this Agreement. Infibulls Solutions LLP shall take commercially reasonable measures to safeguard such data against unauthorized access, use, or disclosure.

5. INTELLECTUAL PROPERTY

5.1 Ownership of Deliverables: a. All intellectual property rights, including but not limited to copyrights, trademarks, patents, and trade secrets, in any materials, reports, analyses, strategies, documentation, or other deliverables (collectively referred to as "Deliverables") created, prepared, or provided by Infibulls Solutions LLP in connection with the Services shall remain the sole and exclusive property of Infibulls Solutions LLP. b. The Client acknowledges that no rights, title, or interest in such Deliverables shall transfer to the Client unless expressly agreed in writing by both Parties.

5.2 Use of General Knowledge and Skills: Infibulls Solutions LLP preserves the right to use any general knowledge, skills, ideas, methodologies, or concepts developed or acquired in connection with the Services for any purpose, provided such use does not disclose the Client's Confidential Information.

- 5.3 **Derivative Works and Modifications:** a. Any modifications, derivative works, or adaptations of the Deliverables, whether developed by the Client or Infibulls Solutions LLP, shall also vest in Infibulls Solutions LLP unless otherwise agreed in writing. b. The Client shall not create, modify, or adapt any Deliverables without prior written consent from Infibulls Solutions LLP.
- 5.4 **Client Materials:** a. Any materials, data, or information provided by the Client for use in the Services shall remain the property of the Client. b. The Client grants Infibulls Solutions LLP a non-exclusive, royalty-free license to use such materials solely for the purpose of delivering the Services under this Agreement.
- 5.5 **Restrictions on Use:** a. The Client shall not sell, license, sublicense, distribute, or otherwise use the Deliverables for any purpose other than as intended under this Agreement without Infibulls Solutions LLP prior written consent. b. The Client shall take reasonable measures to protect the Deliverables from unauthorized use, reproduction, or disclosure.
- 5.6 **Survival of Rights:** The intellectual property rights and obligations set forth in this Section shall survive the termination of this Agreement.

6. TERM AND TERMINATION

The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for a period of [**Term Duration, e.g., 12 months**], unless earlier terminated in accordance with this Agreement.

6.1 Termination by Either Party:

Either Party may terminate this Agreement for convenience by providing at least **thirty (30) days' written notice** to the other Party. Such notice shall specify the effective date of termination.

6.2 Termination for Cause:

Infibulls Solutions LLP may terminate this Agreement immediately upon written notice to the Client if:

- (a) The Client fails to make any payment due under this Agreement and such default is not cured within **fifteen (15) days** of receiving written notice of non-payment;
- (b) The Client breaches any material provision of this Agreement and fails to cure such breach within **fifteen (15) days** after receiving written notice of the breach from Infibulls Solutions LLP;
- (c) The Client becomes insolvent, files for bankruptcy, undergoes liquidation, or is otherwise unable to perform its obligations under this Agreement;
- (d) The Client engages in any unlawful or unethical activity that adversely impacts Infibulls Solutions LLP reputation, operations, or ability to perform its obligations under this Agreement.

6.3 EFFECTS OF TERMINATION:

Upon termination of this Agreement, the following shall apply:

- (a) **Cessation of Services:** Infibulls Solutions LLP shall immediately cease providing any further Services to the Client;
- (b) **Payment Obligations:** The Client shall promptly pay all outstanding fees, expenses, and other amounts due to Infibulls Solutions LLP for Services rendered up to the date of termination;
- (c) **Return or Destruction of Confidential Information:** Each Party shall return to the other Party, or destroy (at the disclosing Party's option), all Confidential Information as specified under **Section 4.4** of this Agreement;

(d) **Deliverables:** Where applicable and subject to full payment of outstanding fees, Infibulls Solutions LLP shall deliver to the Client any deliverables prepared prior to termination; (e) **Survival of Obligations:** The provisions of this Agreement that by their nature survive termination, including but not limited to **Sections 4** (Confidentiality), **5** (Intellectual Property), **7** (Limitation of Liability), **8** (Indemnification), and **9** (Dispute Resolution and Governing Law), shall remain in full force and effect notwithstanding the termination of this Agreement.

6.4 Suspension of Services:

In the event of a material breach by the Client, including failure to make timely payments, Infibulls Solutions LLP reserves the right to suspend the Services until such breach is cured. Suspension of Services shall not release the Client from its payment obligations or any other liabilities under this Agreement.

6.5 Extension or Renewal of Term:

The Term of this Agreement may be extended or renewed upon mutual written agreement between the Parties prior to the expiration of the then-current Term.

7. LIMITATION OF LIABILITY

7.1 Limitation of Liability

The total liability of Infibulls Solutions LLP under this Agreement, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, shall be limited to an amount not exceeding the total fees paid by the Client to Infibulls Solutions LLP in the six (6) months immediately preceding the date of the claim giving rise to the liability. This limitation of

liability applies to all claims arising under or in connection with this Agreement.

7.2 Exclusion of Certain Damages

Under no circumstances shall Infibulls Solutions LLP be liable for any indirect, incidental, consequential, punitive, or special damages. This includes, but is not limited to, any loss of profits, business, goodwill, or data, whether such damages are foreseeable or not, arising from or in connection with the Services provided under this Agreement or any advice, reports, or information furnished by Infibulls Solutions LLP. The Client acknowledges that Infibulls Solutions LLP shall not be held responsible for such damages, regardless of whether Infibulls Solutions LLP was advised or aware of the possibility of such damages occurring.

7.3 No Guarantee of Results

The Client expressly acknowledges that Infibulls Solutions LLP does not guarantee any specific financial results, returns, or outcomes in relation to the Client's financial, investment, or business objectives. Infibulls Solutions LLP services are advisory and facilitative in nature, and no assurances are provided by Infibulls Solutions LLP regarding the achievement of any particular results. The Client agrees that Infibulls Solutions LLP shall not be held liable for any investment losses, damages, or unmet expectations arising from the Client's reliance on any advice, recommendations, or strategies provided by Infibulls Solutions LLP.

7.4 Liability Exclusions Due to Client Actions and External Factors

Infibulls Solutions LLP liability shall be excluded in cases where the Client has acted contrary to, disregarded, or failed to follow the advice, recommendations, or guidelines provided by Infibulls Solutions LLP under this Agreement. Additionally,

Infibulls Solutions LLP shall not be liable for any damages or losses arising from external factors beyond its reasonable control, including but not limited to, market volatility, regulatory changes, economic conditions, actions of third parties, or force majeure events such as natural disasters, war, or governmental actions.

7.5 Extent of Liability and Legal Compliance

The limitations and exclusions of liability set forth in this Section 7 shall apply to the maximum extent permitted by applicable law. In the event that any provision of this Section 7 is deemed unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to make it enforceable, and the remaining provisions of this Agreement shall continue in full force and effect. The Parties acknowledge and agree that these limitations of liability form a fundamental basis of the Agreement, and the Client's decision to enter into this Agreement is based upon the understanding and acceptance of these limitations.

8. INDEMNIFICATION

8.1 Indemnity by Client

The Client agrees to indemnify, defend, and hold harmless Infibulls Solutions LLP, its affiliates, directors, officers, employees, agents, representatives, and subcontractors (hereinafter referred to as "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, costs, expenses, and fees (including, without limitation, reasonable attorney's fees and costs of litigation) arising out of or in connection with any of the following:

- a. **Breach of Agreement:** Any act or omission by the Client that constitutes a breach of any term or provision of this Agreement, including but not limited to failure to perform obligations, non-payment of fees, or failure to comply with the guidelines and policies set forth by Infibulls Solutions LLP.

- b. **Misrepresentation or Omission:** Any misrepresentation, false statement, or omission of material information made by the Client to Infibulls Solutions LLP, whether in the process of entering into this Agreement, during the provision of services, or otherwise.
- c. **Violation of Laws or Third-Party Rights:** Any action by the Client that results in the violation of any applicable laws, regulations, or third-party rights (including but not limited to intellectual property rights, securities regulations, or contract rights), including actions that may lead to claims or legal proceedings against Infibulls Solutions LLP.

The Client further acknowledges and agrees that the indemnification obligation set forth in this Section shall apply irrespective of whether Infibulls Solutions LLP was negligent, willfully or unintentionally involved in the situation, and shall survive the termination or expiration of this Agreement.

8.2 Indemnity by Infibulls Solutions LLP

Infibulls Solutions LLP agrees to indemnify, defend, and hold harmless the Client from and against any and all claims, damages, losses, liabilities, costs, expenses, and fees (including, without limitation, reasonable attorney's fees and costs of litigation) arising directly out of Infibulls Solutions LLP's own willful misconduct or gross negligence in the provision of its Services under this Agreement.

The indemnification obligations of Infibulls Solutions LLP under this Section 8.2 shall apply solely to claims that arise directly from Infibulls Solutions LLP's actions, and shall not apply to any indirect, incidental, or consequential damages arising from any other causes or events beyond Infibulls Solutions LLP's control.

The indemnification obligations of Infibulls Solutions LLP in this Section shall not apply to the extent the claim, damage, loss, or liability is caused by the Client's own

actions, omissions, or failure to adhere to the terms and conditions of this Agreement, or where the Client's own breach of obligations contributed to the occurrence of the event giving rise to the claim.

9. DISPUTE RESOLUTION AND GOVERNING LAW

9.1 Arbitration:

In the event of any dispute, controversy, or claim arising under or in connection with this Agreement, including but not limited to any questions regarding its existence, validity, interpretation, performance, or breach, the Parties agree to resolve such dispute through binding arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator, who will be mutually appointed by the Parties within thirty (30) days from the date a written notice requesting arbitration is provided by either Party.

If the Parties fail to mutually agree on the appointment of the sole arbitrator within the stipulated time, either Party may request the appointment of an arbitrator from a competent arbitral institution in Mumbai, India, in accordance with the applicable rules of such institution. The arbitration proceedings shall take place in Mumbai, India, and the English language shall be used throughout the proceedings, including in all written communications and oral hearings. The arbitration proceedings may also be conducted virtually, where permitted under applicable law. The decision or award rendered by the arbitrator shall be final and binding upon the Parties, and judgment on the award may be entered in any court of competent jurisdiction.

The Parties agree that, where necessary, arbitration proceedings may be conducted through secure virtual platforms, subject to mutual consent, to facilitate resolution.

9.2 Governing Law:

This Agreement shall be governed by, construed, and enforced in accordance with the laws of India, without regard to its conflict of laws principles. The Parties acknowledge and agree that any dispute or claim not subject to arbitration as provided in Section 9.1 shall be exclusively adjudicated in the courts of Mumbai, India. The Parties further submit to the exclusive jurisdiction of the courts in Mumbai, India, for the resolution of any such disputes and agree not to raise any objections based on venue or forum non-convenience.

9.3 Injunctive Relief:

Notwithstanding the provisions of this Section 9, either Party may, at any time, seek interim injunctive or equitable relief from a court of competent jurisdiction, including to prevent any irreparable harm, preserve the status quo, or protect its intellectual property rights, pending the resolution of the dispute through arbitration. Such relief may be sought without the need to resort to arbitration, and the granting of such relief shall not be deemed a waiver of the arbitration provisions of this Agreement. Any application for interim relief shall not affect or delay the arbitration process.

10. GENERAL PROVISIONS

10.1 Entire Agreement

This Agreement, along with all attachments, schedules, and any modifications made hereto, constitutes the entire understanding between the Parties regarding the subject matter of this Agreement and supersedes all prior agreements, discussions, representations, or understandings, whether written or oral, between the Parties. No other terms or conditions shall apply unless expressly agreed to in writing by both Parties.

10.2 Amendment

Any modification, amendment, or supplement to this Agreement shall be valid only if made in writing and duly executed by authorized representatives of both Parties. No oral amendments shall be considered binding.

10.3 Force Majeure:

Neither Party shall be deemed in default or liable for any delay or failure in the performance of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, acts of God, fire, flood, earthquake, war, terrorism, strikes, or any other event deemed a "force majeure." The affected Party shall promptly notify the other Party of such an event and take reasonable measures to mitigate the effects.

10.4 Severability:

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Agreement shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most closely reflects the Parties' original intent.

10.5 Waiver:

The failure of either Party to exercise any right or remedy under this Agreement shall not be deemed a waiver of such right or remedy, nor shall any waiver of any breach of this Agreement be construed as a waiver of any subsequent breach.

10.6 Assignment:

Neither Party shall assign, transfer, or delegate any of its rights, obligations, or responsibilities under this Agreement to any third party without the prior written consent of the other Party, except that Infibulls Solutions LLP may assign or transfer its rights and obligations under this Agreement to an affiliate without the Client's consent.

10.7 Relationship of the Parties:

Infibulls Solutions LLP and the Client agree that the relationship created under this Agreement is that of independent contractors, and nothing herein shall be construed to create a partnership, joint venture, employment, or agency relationship between the Parties. Neither Party has the authority to bind or commit the other Party in any manner without the express written consent of the other.

10.8 No Third-Party Beneficiaries:

This Agreement is intended solely for the benefit of the Parties hereto and their respective permitted successors and assigns, and it does not confer any rights or benefits on any third party.

10.9 Survival:

Any provisions of this Agreement that by their nature should survive termination, including but not limited to provisions related to Confidentiality, Indemnity, and Liability, shall remain in effect after the termination or expiration of this Agreement.

10.10 Headings:

The headings used in this Agreement are for convenience only and shall not affect the interpretation of any provision.

10.11 Electronic Agreement and Consent: This Agreement is presented electronically, and the Parties expressly consent to its execution in electronic form. By clicking “Accept” or performing any other specified action, the Parties acknowledge that they have read, understood, and agreed to be bound by the terms and conditions of this Agreement. This method of acceptance shall have the same legal force and effect as a physical signature and satisfies all requirements under the Information Technology Act, 2000, and other applicable laws.

Execution of Agreement IN WITNESS WHEREOF, the Parties hereto have executed this Agreement electronically as of the Effective Date. The Parties acknowledge and agree that this electronic format is valid, binding, and enforceable under applicable laws.

For Infibulls Solutions LLP:

Authorized Representative

Name: _____

Designation: _____

Date: _____

For **[Client Name]**:

Authorized Representative

Name: _____

Designation: _____

Date: _____