

On-Boarding Agreement

ONBOARDING TERMS AND CONDITIONS

These Terms and Conditions ("Terms") govern the engagement between Minte Space, a trade name of Raamello, a company registered at Tiruvannamalai, Tamil Nadu, India ("Service Provider", "we", "us", "our"), and the client availing its services ("Client", "you", "your"). By engaging the Service Provider and/or remitting the advance payment referred to herein, the Client agrees to be bound by these Terms.

1. Definitions

"Project" shall mean the scope of work, deliverables, and services agreed upon between the Client and the Service Provider, whether documented in a proposal, quotation, statement of work, or any other written communication.

2. Commencement of Project and Advance Payment

2.1 The Client shall remit an advance payment equivalent to fifty percent (50%) of the total agreed Project cost prior to commencement of any work.

2.2 The Service Provider shall not be obligated to commence, allocate resources to, or perform any work on the Project until the advance payment has been received in full and duly confirmed.

3. Balance Payment

3.1 The remaining fifty percent (50%) of the total Project cost shall become due and payable in accordance with the milestones, schedule, or terms mutually agreed upon prior to commencement of the Project, or upon completion/delivery of the Project, as applicable.

3.2 Any delay in remittance of the balance payment may, at the sole discretion of the Service Provider, result in suspension of work and/or withholding of deliverables.

4. Withdrawal or Cancellation by the Client

4.1 Should the Client, for any reason, elect to withdraw from, terminate, or cancel the Project after commencement of work, the Client shall be liable to bear and pay:

(a) all costs, expenses, and charges actually incurred by the Service Provider towards the Project up to the date of such withdrawal or cancellation; and

(b) charges corresponding to the time, effort, and resources expended by the employee(s), personnel, or resource(s) engaged on the Project up to the date of such withdrawal or cancellation, computed on the basis of hours/days worked and the

applicable rate(s).

4.2 The advance payment made under Clause 2 shall be non-refundable and shall be adjusted against the amounts payable under Clause 4.1. Where the amounts so computed exceed the advance payment already made, the Client shall be liable to pay the resulting balance to the Service Provider within seven (7) days of being notified of the same.

4.3 Withdrawal or cancellation shall be communicated to the Service Provider in writing, and shall take effect only upon acknowledgment by the Service Provider.

5. Scope of Work and Change Requests

Any work, request, or deliverable falling outside the originally agreed scope of the Project shall be treated as additional work and shall be chargeable separately, subject to mutual written agreement between the parties as to cost and timeline.

6. Project Timelines

Timelines communicated at the commencement of the Project are indicative and are subject to reasonable extension in the event of delay attributable to the Client, including but not limited to delays in providing inputs, approvals, content, or feedback.

7. Revisions

The number of revisions included within the Project cost shall be as specified in the agreed proposal or quotation. Revisions requested beyond the agreed number or outside the agreed scope shall be chargeable additionally.

8. Confidentiality

Each party undertakes to maintain the confidentiality of all information, materials, and communications exchanged in connection with the Project, and shall not disclose the same to any third party without the prior written consent of the other party, save as required by law.

9. Ownership and Transfer of Deliverables

Ownership of, and rights in, the final deliverables shall vest with and transfer to the Client only upon receipt by the Service Provider of the full and final payment due in respect of the Project. Until such time, all work product shall remain the property of the Service Provider.

10. Registered Office and Operational Address

10.1 The Service Provider is registered at Pachal Changam, Tiruvannamalai, Tamil Nadu,

India, and this shall be treated as its legal registered address for all official, statutory, and contractual purposes.

10.2 The Service Provider may operate, coordinate, or conduct client-facing activities from Bangalore, Karnataka, or any other location as an operational convenience. Such operational presence does not constitute, and shall not be construed as, a separate registered place of business, and shall have no bearing on the governing law or jurisdiction applicable to these Terms.

11. International Clients

11.1 Where the Client is based outside India, all payments shall be made in the currency and mode (bank transfer, online payment gateway, or such other method) as communicated by the Service Provider, and the Client shall bear all bank charges, currency conversion charges, transaction fees, and applicable taxes/duties in relation to such payments, unless otherwise agreed in writing.

11.2 Notwithstanding the location of the Client, these Terms shall continue to be governed by the laws of India, and any engagement with the Service Provider shall be deemed to have been entered into in India.

11.3 The Client shall be responsible for compliance with any import, export, tax (including withholding tax/TDS, GST, or equivalent), or regulatory requirements applicable in the Client's own jurisdiction in relation to the Project and payments made hereunder.

11.4 All project communication, documentation, and deliverables shall be provided in English unless otherwise agreed.

12. Communication

All official communication pertaining to the Project, including approvals and instructions, shall be conducted through the channels designated by the Service Provider (including but not limited to email, registered phone contact, or project management platforms), and communication through any other channel shall not be binding on the Service Provider.

13. Limitation of Liability

The Service Provider's liability, if any, arising out of or in connection with the Project shall not exceed the total amount actually paid by the Client for the Project.

14. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of India. Subject to Clause 11, the courts at Tiruvannamalai, Tamil Nadu shall have exclusive

jurisdiction over any disputes arising hereunder, irrespective of the location from which the Service Provider operates or the location of the Client.

15. Acceptance

By remitting the advance payment referred to in Clause 2 and/or by proceeding with the Project, the Client confirms that they have read, understood, and irrevocably agreed to be bound by these Terms and Conditions in their entirety.

Accepted and Agreed:

Client Name: _____

Signature: _____

Date: _____

For Minte Space (Raamello):

*Only after the Initial Payment

Sandeep Ashok Kumar (CFO)

Signatory: _____

Date: _____

Shriraam Devan (Chairman)

Signatory: _____

Date: _____