

Master Contractor Agreement

| [contractor.name] | Anant Corporation |
|--|--|
| [contractor.street] [contractor.city.state.zip] [contractor.country] | 3 Washington Circle NW, Suite 301 Washington, DC 20037 United States |

THIS MASTER CONTRACTOR AGREEMENT (the “Agreement”), made as of [effective.date] (the “Effective Date”), is by and between the **Anant Corporation** (“Anant”) and **[contractor.name]** (the “Contractor”).

WHEREAS, Anant desires to engage Contractor to perform certain duties as described in this Agreement, and Contractor desires to be so engaged by Anant;

WHEREAS, Anant and Contractor desire to set forth in writing the terms and conditions of their agreements and understandings.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound hereby, agree as follows:

1. SCOPE OF WORK.

In consideration of Anant payments under this Agreement, Contractor shall perform, in accordance with the terms of this Agreement, the services, incorporating the delivery of any deliverables (collectively, the “Services”) described in any statement of work (the “Statement of Work”). When providing Services according to any Statement of Work, Contractor shall devote such amount of Contractor's time as shall be required for Contractor to perform the Services promptly, efficiently and professionally. Notwithstanding any other provision of this Agreement, Contractor understands and agrees that nothing contained herein shall require Anant to engage Contractor for a minimum number of hours or be deemed to be a guarantee to Contractor of a minimum number of hours of engagement by Anant. Contractor covenants and agrees that Contractor shall not, directly or indirectly, engage or participate in any activities at any time during the term of this Agreement in conflict with the best interests of

Anant. Contractor will ensure that its employees and agents will, whenever on Anant premises, obey all reasonable instructions and directions issued by Anant.

2. TERM AND TERMINATION.

The term of this Agreement shall commence on the Effective Date and shall expire when terminated as described herein. Anant may terminate this Agreement at any time.

Contractor may terminate this agreement by providing Anant with 2 weeks advance notice in writing before ceasing work. Contractor will be paid for the work satisfactorily performed until the termination of this agreement. All licenses to use Services and Pre-Existing Works granted under this Agreement shall continue according to their terms following termination of this Agreement or the applicable Statement of Work. Commencing upon any notice of termination of this Agreement or any Statement of Work, Contractor shall provide to Anant the reasonable termination assistance requested by Anant to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the services to Anant or its alternate consultant.

3. CHANGES.

Anant shall have the right at any time and from time to time to request Contractor to make changes within the Statement of Work, to decrease the amount of Services or to perform extra Services.

4. NON-EXCLUSIVITY.

During the term of this Agreement, Anant may engage the services of any individual or entity that competes with Contractor or offers services similar to those offered by Contractor, and any such engagement shall not be considered a breach of this Agreement.

5. NON-SOLICITATION.

5.1 Non-Solicitation of Customers, Customer Prospects, Contractors, and Vendors.

Contractor covenants and agrees that during the term of this Agreement with Anant and for twelve (12) months after the termination thereof, Contractor will not, directly or indirectly, solicit or attempt to solicit any business from any of Anant's Customers, Customer Prospects, Vendors, or Direct 1099 Contractors with whom Contractor had Material Contact during the last two (2) years of employment with Anant.

5.2 Non-Solicitation of Employees.

Contractor covenants and agrees that during the term of this Agreement and for twelve (12) months after the termination thereof, Contractor will not, directly or indirectly, on

Contractor's own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee or Direct 1099 Contractor of Anant with whom Contractor had personal contact or supervised during the term of this Agreement, to terminate their employment, contractor, or vendor relationship with Anant.

6. CONTRACTOR'S COMPENSATION.

In consideration of Contractor's performance of the Services in accordance with this Agreement, Anant shall pay Contractor a fee (the "Fee") determined in accordance with and payable as provided in the applicable Statement of Work. Such compensation constitutes all of the fees and charges for the performance of the Services and will not be increased unless the parties agree thereto in writing. Contractor represents that the price stated for the Services is at least as favorable as that charged by Contractor to any other customer for the same or similar services.

7. REIMBURSABLES.

In addition to the Fee, Anant shall reimburse Contractor for reasonable and necessary direct expenses, which have been approved and pre-authorized in writing by Anant.

8. TIMESHEETS AND PAYMENT.

Contractors are responsible for entering time into Anant's project management system daily and submitting timesheets weekly. Timesheets are due Sundays by 11:59 pm for the prior work week which runs Sunday through Saturday. Anant shall promptly review Contractor's timesheets and either approve or reject for payment such as Anant reasonably determines to be properly due under the Agreement. Approved timesheets for any given month will be paid net fifteen (15) days from the last day of the month. It is the Contractor's responsibility to make sure their timesheets are approved for payment. If another company, including the Client, requires further approval of timesheets on their systems, these timesheets must also be approved by request of the Contractor in conjunction with the Engagement Manager.

9. INDEPENDENT CONTRACTOR RELATIONSHIP.

The Parties intend that an independent contractor relationship will be created by this Agreement. Contractor shall have full responsibility for the payment of all federal, state, and local taxes and contributions, including penalties and interest, imposed pursuant to unemployment insurance, social security, income tax, workers' compensation or any other similar statute. Personnel supplied by Contractor hereunder are not Anant personnel or agents, and Contractor assumes full responsibility for their acts. Anant shall not be

responsible for payment of workers' compensation, disability benefits, unemployment insurance and/or for withholding income taxes and social security for any of Contractor personnel.

10. CONFIDENTIALITY.

10.1 Contractor's Obligation.

Contractor acknowledges that, in and as a result of Contractor's engagement by Anant, Contractor shall or may be making use of, acquiring and adding to confidential information of a special and unique nature to Anant (the "Protected Information"). As a material inducement to Anant to engage (and to continue to engage) Contractor and to pay to Contractor compensation for the Services, Contractor covenants and agrees that Contractor shall not, directly or indirectly, disclose, divulge, reveal, report, publish, transfer or use, for any purpose whatsoever, any of the Protected Information obtained by or disclosed to Contractor as a result of Contractor's engagement by Anant. Disclosure of any such information of Anant shall not be prohibited if such disclosure is directly pursuant to a valid and existing order of a court or other governmental body or agency within the United States; provided, however, that (i) Contractor shall first have given prompt notice to Anant of any such possible or prospective order (or proceeding pursuant to which any such order may result) and (ii) Anant shall have been afforded a reasonable opportunity to prevent or limit any such disclosure.

10.2 Definition of Protected Information.

For purposes of this Agreement, the term "Protected Information" shall mean all of the following information (whether or not reduced to writing, marked as proprietary or confidential, and whether or not patentable or protectable by copyright) which Contractor receives, receives access to, conceives, creates or develops or has received, received access to, conceived, created or developed, in whole or in part, directly or indirectly, in connection with Contractor's engagement by Anant or in the course of Contractor's engagement by Anant (in any capacity whatsoever) or through the use of any of Anant facilities or resources:

- a) Application, operating system, database, communication and other computer software, whether now or hereafter existing, developed for use on any operating system, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or derived therefrom;
 - b) Employee data, manuals, reports and other materials or information relating to Anant business and activities and the manner in which Anant does business;
-

-
- c) Any other materials or information related to the business or activities of Anant which are not generally known to others engaged in similar businesses or activities; and
 - d) Any information and materials received by Anant from third parties in confidence (or subject to non-disclosure or similar covenants).

For purposes of this Agreement, the term "Protected Information" shall not include information which is or becomes publicly available without breach of (i) this Agreement, (ii) any other agreement or instrument to which Anant is a party or a beneficiary or (iii) any duty owed to Anant by Contractor or any third party; provided, however, that Contractor hereby acknowledges and agrees that, if Contractor shall seek to disclose, divulge, reveal, report, publish, transfer or use, for any purpose whatsoever, any Protected Information, Contractor shall bear the burden of proving that any such information shall have become publicly available without any such breach.

11.PUBLICITY.

No publicity releases (including news releases and advertising) relating to this Agreement and the services hereunder shall be issued by Contractor without the prior written approval of Anant. Any inquiry which Contractor may receive from news media concerning this Agreement will be referred to Anant for coordination prior to response.

12.OWNERSHIP OF INFORMATION.

12.1 Ownership by Anant.

Contractor covenants and agrees that all rights, title and interest in any Protected Information (other than that received from third parties) shall be and shall remain the exclusive property of Anant. Contractor agrees immediately to disclose to Anant all Protected Information developed in whole or in part by Contractor for or on behalf of Anant, and Contractor hereby assigns to Anant any right, title or interest Contractor may have in such Protected Information. Contractor agrees to execute any instruments and to do all other things reasonably requested by Anant (both during and after Contractor's engagement by Anant) in order to vest more fully in Anant all ownership rights in those items hereby transferred or required to be transferred by Contractor to Anant. Contractor further agrees to notify Anant immediately and in writing of any unauthorized use or possession of any Protected Information (by Contractor or otherwise) of which Contractor is aware and to cooperate fully with Anant in any litigation or other proceeding or hearing relating to or arising from such unauthorized use or possession.

12.2 Works for Hire.

Contractor and Anant hereby agree that the work product of Contractor resulting from the Services is one or more “works made for hire” within such definition in 17 U.S.C. §101, the copyright of which shall be owned solely, completely and exclusively by Anant. If any such work product is protectable by copyright and is not considered to be included in the categories of works covered by such definition, ownership of and copyrights to such items shall be deemed to be assigned and transferred completely and exclusively to Anant by virtue of the execution of this Agreement.

12.3 Materials.

All notes, data, tapes, reference items, sketches, drawings, memoranda, records, files, email communications and other materials in any way relating to any of the Protected Information or otherwise to Anant business shall belong exclusively to Anant and Contractor agrees to turn over to Anant all copies of such materials in Contractor's possession or under Contractor's control at the request of Anant or, in the absence of such a request, upon the termination of Contractor's engagement with Anant.

12.4 Pre-Existing Works.

To the extent any pre-existing work of Contractor or the work of any third party (collectively, “Pre-Existing Work”) is incorporated in or otherwise required for the proper performance of any Services, Contractor hereby grants to Anant a perpetual, worldwide, fully paid-up, nonexclusive license to use, copy, maintain, modify, enhance and create derivative works of such Pre-Existing Work (including source code, programmer interfaces, available documentation, manuals and other materials necessary for the use thereof).

13. LIENS.

Contractor agrees to pay and satisfy all claims for labor and materials employed or used by it in connection with performing work hereunder for Anant, and to permit no liens of any kind to be fixed upon or against Anant’s property by Contractor’s laborers, mechanics, or suppliers, and agrees to defend, indemnify, protect and save Anant harmless from and against all such claims and liens. If at any time during the term of this Agreement there should be evidence of any lien liable or to which Anant’s property might be or become subject and which is chargeable to Contractor, Anant shall have the right to retain out of any amounts invoiced by Contractor an amount sufficient to completely indemnify Anant against such liens or claim until such time as Anant becomes satisfied that such lien or claim is invalid, or if such lien or

claim be valid in Anant's sole judgment, Anant may pay or discharge the same and deduct the amount so paid from any amounts due Contractor under this Agreement. If any lien or claim remains unsatisfied after the completion and acceptance or termination of work, Contractor shall promptly refund to Anant all amounts that Anant may be compelled to pay in discharging such lien or claim, including all reasonable costs and attorneys' fees.

14. NO INFRINGEMENT.

14.1 Intellectual Property.

Contractor warrants that neither the Services performed pursuant to this Agreement nor any materials produced or supplied by Contractor under this Agreement will infringe any patent, trademark, copyright or any proprietary rights of a third party or constitute a misuse or misappropriation of a trade secret. Anant shall notify Contractor promptly in writing of any action brought against Anant based on an allegation that Anant use of any materials or the Services infringes any patent, trademark, copyright, or infringes any right of a third party, or constitutes misuse or misappropriation of a trade secret ("Infringement"). Contractor will defend, indemnify and hold Anant harmless from any such action at Contractor's sole expense and will pay any costs incurred by Anant, including attorneys' fees, and the costs and damages awarded in such action or the cost of settling such action, provided that Contractor shall have the sole control of the defense of any such action, all negotiations and/or its settlement, and Anant cooperates with Contractor in such defense. In the event that a final injunction is obtained against Anant use of the Services or the Protected Information by reason of an Infringement, Contractor may at its option and expense within sixty (60) days either (a) procure for Anant the right to continue to use the Protected Information or Services that are infringing, or (b) replace or modify the Protected Information or Services to make its use non-infringing while being capable of performing the same function. If neither option is available to Contractor, then Anant, at Anant option, may terminate this Agreement and Contractor shall refund to Anant any amount paid by Anant pursuant to this Agreement, plus any loss or damages incurred by Anant, including costs and attorneys' fees.

15. OTHER INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless Anant, from any and all claims, losses, damage or expenses (including reasonable attorney's fees) arising from any of the following: (a) the death or bodily injury caused by the tortious conduct of the Contractor; (b) the damage, loss or destruction of any real or tangible personal property caused by the tortious conduct of the Contractor.

16. LIMITATION OF LIABILITY.

IN NO EVENT SHALL ANANT BE LIABLE TO CONTRACTOR, FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

17. MISCELLANEOUS.

17.1 Section Headings.

All section headings and captions used in this Agreement are purely for convenience and shall not affect the interpretation of this Agreement.

17.2 Statements of Work.

All Statements of Work and other documents expressly referenced herein Agreement shall be deemed to be incorporated in and made a part of this Agreement, except that if there are any inconsistencies between this Agreement and the provisions of any Statement of Work, the provisions of the Statement of Work shall control. Terms used in a Statement of Work and also used in this Agreement shall have the same meaning in the Statement of Work as in this Agreement.

17.3 Applicable Law and Venue.

This Agreement shall be governed by and interpreted in accordance with the laws of Washington, DC, without regard to or application of any conflict of law principles. Each party hereby submits to the exclusive jurisdiction of courts located in Washington, DC.

17.4 Modification.

Except as otherwise provided, this Agreement shall not be modified except by written agreement signed on behalf of Anant and the Contractor by their respective authorized officers.

17.5 Exclusive Agreement.

This Agreement supersedes all prior understandings, representations, negotiations and correspondence between the parties, constitutes the entire agreement between them with respect to the matters described, and shall not be modified or affected by any course of dealing, course of performance or usage of trade.

17.6 Severability.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

17.7 Waiver.

The failure of either party at any time to require performance by the other of any provision of this Agreement shall in no way affect that party's right to enforce such provision, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or any other provision.

17.8 Survival.

The provisions of this Agreement, which by their nature extend beyond the expiration or earlier termination of the Agreement will survive and remain in effect until all obligations are satisfied.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first above written.

Anant Corporation

Name: Rahul Singh
Title: Chief Executive Officer

[contractor.name]

Name:
Title:
