



QB Care LLC

SOFTWARE AND IT SERVICE AGREEMENT

THIS AGREEMENT FOR SERVICES ("Agreement") is made and entered as of the 10th September 2023 by and between QB Care LLC & GeekExpertCrew.

The QB Care LLC (Delaware #7307839), a company incorporated and subsisting under the laws of Delaware Business Corporation Code (hereinafter referred to as "QB Care LLC"), which expression shall mean and include its successors, permitted assigns and representatives.

And

GeekExpertCrew, a company incorporated (hereinafter referred to as "GeekExpertCrew"), which expression shall mean and include its successors, permitted assigns and representatives,

QB Care LLC and GeekExpertCrew shall for the purpose of this Agreement, jointly be referred to as Parties and severally as Party.

WHEREAS:

- I. QB Care LLC is an entity engaged in the business of providing IT services, Web Designing, Digital Marketing and Software Development.
- II. QB Care LLC is responsible to pay all advertising bills consumed by <https://geekexpertcrew.com/> which is used to advertise by GeekExpertCrew on behalf of QB Care LLC.
- III. GeekExpertCrew is engaged in providing IT services, Web Designing, Digital Marketing and Software Development. QB Care LLC has agreed to appoint GeekExpertCrew for providing services as detailed in this Agreement, on the terms and conditions as contained and agreed herein.

NOW, THEREFORE, in consideration of the premises, and the mutual undertakings and rights granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

In addition to the definitions set forth above or as more particularly defined in this Agreement, the following terms shall have the following meanings:

1.1 "Agreement" means this agreement and its schedules and annexures;

1.2 "Books and Records" shall mean all books of account and other records reflecting the results of the operations of Company prepared and maintained in accordance with generally accepted accounting principles applied on a consistent basis.

1.3 "Confidential Information" means and includes any and all proprietary information, technical data, software, applications, programs, processes and procedures, financial information, profit and commercial margins, trade secrets or know-how provided by QB Care LLC to the GeekExpertCrew, as well as any information, data, processes, trade secrets or know-how developed by the GeekExpertCrew in the course of providing the Services to a QB Care LLC, whether provided in written, oral, graphic, visual, video, computer or other form, including, but not limited to, research and product plans, products, services, developments, inventions, processes, formulas, technology, marketing, finances or other business information.

1.4 "Governmental Authorities" shall mean any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (federal, state, district, municipal, city or otherwise) whether now or hereafter in existence.

1.5 "Intellectual Property" or "Intellectual Property Rights" shall mean the patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights, and all applications and registration of such worldwide, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information of QB Care LLC.

1.6 "Laws" shall mean all statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities and all permits, licenses, authorizations, rules and regulations relating thereto.

1.7 "License" shall mean the limited right or permission granted by QB Care LLC to the GeekExpertCrew under this Agreement for the usage of QB Care LLC's Intellectual Property Rights and/or Confidential Information for engagement in Services to be provided under this Agreement; the exploitation of which, without QB Care LLC's express approval or granting of usage rights, would be unlawful.

1.8 "Person" shall mean any person, firm, partnership, company, or other legal entity of any nature whatsoever.

1.9 "Product" or "Services" shall mean the end-to-end development of the Application, offered and provided by QB Care LLC with the brand and style name of 'QB Care LLC' or any other name, brand or style; including the associated and ancillary services provided or executed along with.

1.10 "Consideration", for the purposes of this Agreement, shall means listed under Article 5

1.11 "Term" shall mean the Term of this Agreement as provided in Article 2 thereof unless this Agreement is terminated in accordance with its provisions.

2. TERM AND TERMINATION

The Term of this Agreement shall commence on the Effective Date and shall continue to remain valid, unless otherwise terminated pursuant to the provisions of this Agreement.

Either Party may terminate this Agreement, without recourse, by providing written notice of sixty (90) days to the other Party.

3. SERVICES TO BE PROVIDED BY GeekExpertCrew TO QB Care LLC

The GeekExpertCrew agrees to provide software support services to QB Care LLC and to perform all the following acts in relation thereof:

3.1 To use its best efforts to complete the work orders set forth by QB Care LLC from time to time for specified and mutually agreed period;

3.2 To bear all costs and liabilities relating to the conduct of its business, including but not limited to the cost and expense of providing and maintaining its place of business, the wages of its employees, the payment of commissions or other compensation to its agents or independent contractors, and its expenses incurred for or in connection with its performance under this Agreement;

3.3 To refrain from making any representations or warranties in respect of the Products, except (i) those representations and warranties authorized in writing by QB Care LLC, in the form of brochures, memorandums, press releases, advertisements, specification sheets, or correspondences, and (ii) verbal technical assistance that GeekExpertCrew received from QB Care LLC which was subsequently confirmed in writing by GeekExpertCrew;

3.4 To render reasonable assistance to QB Care LLC, at its request, in the defence of any and all liabilities and queries;

3.5 To refrain from disparaging QB Care LLC and its associates, subsidiaries or its Products, or from otherwise injuring the reputation and good standing of QB Care LLC and its associates, subsidiaries;

3.6 To attend, at its own expense, all sales meetings, training sessions, seminars, trade shows and the like for which QB Care LLC reasonably requests attendance by GeekExpertCrew, its officers, directors or permitted assigns; and

3.7 To promptly notify QB Care LLC in writing of the following: (i) any serious regulatory action relating to the Products; or (ii) any material complaints regarding the Products.

4. RESPONSIBILITIES OF QB Care LLC TOWARDS GeekExpertCrew

QB Care LLC shall provide and extend the following support to GeekExpertCrew:

4.1 use commercially reasonable efforts to make demo and/or details of the Products available to GeekExpertCrew, for developing the application;

4.2 provide GeekExpertCrew with new Product information and reasonably assist it in the developmental activities, if required. Provided that this covenant will not be an obligation for QB Care LLC;

4.3 provide GeekExpertCrew with reasonable technical assistance, through meetings and training programs.

4.4 GeekExpertCrew shall ensure that its accounts, books and/or financial records for a particular month (by whatever name called), should be completed, reconciled and closed

for the said particular month, within a reasonable time in the succeeding month, so as to enable QB Care LLC to reconcile its records and process the invoices, along with tax liability calculations, for the said particular month.

4.5 To ensure timely and regular payment of outstanding amounts, in favour of GeekExpertCrew, irrespective of market outstanding or bad debts;

5. CONSIDERATION

5.1 QB Care LLC agrees to pay to GeekExpertCrew service fees which shall be equivalent to the GeekExpertCrew's operating costs/expenses plus an arm's length mark-up determined based on the arm's length consideration as required, from time to time. The amount of compensation may be periodically revised to reflect changes in market factors. The compensation payable will be revised in accordance with a transfer pricing study.

The operating expenses shall include all the expenses (direct and indirect) incurred by the GeekExpertCrew in rendering the software Support Services during the course of its normal operations including depreciation and amortization expenses relating to the assets used by the it, but does not include the following namely-

- interest expenses;
- provision for unascertained Liabilities;
- pre-operating expenses;
- extra-ordinary expenses;
- loss on transfer of assets or investments;
- net foreign exchange differences (if loss);
- expense on account of income tax; and
- other expenses not relating to normal operations of the Service Provider

5.2 Except as otherwise provided in this Agreement, all monetary amount referred to in this Agreement will be paid in USD (United States Dollars).

5.3 GeekExpertCrew shall raise periodic invoice for payment of its services, for the monetary amount as mutually agreed between the Parties.

5.4 All payments shall be made on a monthly basis and be due within a reasonable time in the succeeding month.

5.5 In the event of an adjustment of payment based upon estimated/actual monetary consideration: (i) in the event that any estimated payment paid exceeds the sum due to GeekExpertCrew based upon product received, QB Care LLC may offset such amount against the next ensuing payment of estimated payment until the excess is fully applied; and (ii) in the event that any estimated payment paid is less than the sum due to GeekExpertCrew based upon actual product received, QB Care LLC shall pay the shortfall to GeekExpertCrew as mutually decided between the parties.

5.6 QB Care LLC will make payment to the GeekExpertCrew after withholding any amount as it will be required under the US tax regulations.

6. COVENANTS

6.2 Diligence: Parties shall use commercially reasonable diligence in the operation of its business in the ordinary course.

6.3 Compliance with Laws: Parties shall confirm to, and comply with, all applicable Laws, including all environmental laws.

6.4 Compliance with Requirements: Parties shall obtain and comply with all leases, licenses, contractual arrangements, approvals, consents, licenses and permits of any Governmental Authority, as may be required from time to time.

6.5 Protection against Liens and Claims: Except with the prior written consent of QB Care LLC, which may be granted or withheld in its sole and absolute discretion, GeekExpertCrew shall:

(i) promptly (within five (5) business days) notify QB Care LLC of the assertion of any claims of any nature against QB Care LLC and its Products.

6.6 Payment of Taxes, Assessments and Charges: GeekExpertCrew shall pay, prior to delinquency, all taxes, assessments, charges and levies imposed by any Governmental Agency.

6.7 Reporting and Requirements: Promptly after request by QB Care LLC, Company shall cause to be delivered to QB Care LLC, in form and detail reasonably satisfactory to QB Care LLC: (i) any litigation seeking damages (ii) any Event of Default by Company or event which, with the giving of notice and/or the passage of time, could become and Event of Default; (iii) the Books and Records; and (iv) such other information relating to Company as QB Care LLC may request from time to time.

7. CONFIDENTIAL INFORMATION:

7.1 GeekExpertCrew shall not use Confidential Information for any purpose whatsoever except the agreed Purpose or disclose Confidential Information to any third party. GeekExpertCrew agrees that Confidential Information shall remain the sole property of QB Care LLC.

further agrees to take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information. Notwithstanding the above, GeekExpertCrew's obligation under this clause relating to Confidential Information shall not apply to information:

7.1.1 which is already known to GeekExpertCrew (other than under an obligation of confidentiality), at the time of disclosure by QB Care LLC to the extent that GeekExpertCrew has documentary evidence to that effect;

7.1.2 which is generally available to the public or otherwise part of the public domain at the time of its disclosure to GeekExpertCrew;

7.1.3 which becomes generally available to the public or otherwise part of the public domain after its disclosure or development, as the case may be, and other than through any act or omission of GeekExpertCrew in breach of GeekExpertCrew's confidentiality obligations under this Agreement;

7.1.4 which is approved for release by QB Care LLC in writing.

7.2 Upon the termination of this Agreement or upon QB Care LLC's earlier request, GeekExpertCrew shall deliver to QB Care LLC all of QB Care LLC's property relating to, and all tangible embodiments of, Confidential Information in GeekExpertCrew's possession or control.

7.3 The confidentiality obligations of GeekExpertCrew shall continue in full force and effect

for five (5) years after termination of GeekExpertCrew's performance of the Services.

8. INTELLECTUAL PROPERTY RIGHTS:

QB Care LLC hereby grants to GeekExpertCrew an exclusive, non-transferable, right to use QB Care LLC's Intellectual Property Rights, strictly for performing the Services in the Territory.

Except for rights expressly granted under this Agreement:

- i) Nothing in this Agreement will function to transfer any of QB Care LLC's Intellectual Property Rights to GeekExpertCrew; and
- ii) QB Care LLC will retain exclusive interest in and ownership of its Intellectual Property developed before this Agreement or developed outside the scope of this Agreement.

9. MISCELLANEOUS

9.1 Time of Essence. Time is of the essence with respect to all provisions of this Agreement.

9.2 Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in person to the intended addressee, or by depositing the same with reputable courier service to the intended addressee at its address set forth on the first page of this Agreement, or at such other address as may be designated by such party as herein provided. All notices, demands and requests shall be effective upon such personal delivery, or after 10 business days after being deposited with the courier service. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, demand or request sent. By giving to the other party hereto at least fifteen (15) days' prior written notice thereof in accordance with the provisions hereof, each party shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address.

9.3 Successors and Assigns. The terms, provisions, indemnities, covenants and conditions hereof shall be binding upon the parties and their respective heirs, successors and assigns.

9.4 Severability. A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision. A determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

9.5 Section Headings. The headings of the sections and paragraphs of this Agreement are for convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

10. Dispute Resolution

10.1.1 This Agreement is made in and will be construed and governed in all respects in accordance with the substantive laws of Virginia.

10.1.2 Any dispute or difference between the Parties arising out of or in connection with this Agreement, including any question regarding its interpretation, existence, performance, validity, or termination, either during the term of the Agreement or at any time thereafter, shall be settled between the Parties through

friendly consultations and negotiations.

10.1.3 If no settlement can be reached through friendly consultations and negotiations within 30 days of one Party delivering a notice of the dispute or difference to the other Party, then the dispute will be submitted to final and binding arbitration in accordance with the laws of the State of Virginia. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Virginia.

10.2 Counting of Days. The term "days" when used herein shall mean calendar days. If any time period ends on a Saturday, Sunday or holiday officially recognized by the United States government, the period shall be deemed to end on the next succeeding business day. The term "business day" when used herein shall mean a weekday, Monday through Friday, except a legal holiday.

10.3 Entire Agreement and Modifications. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and all prior agreements relative hereto and thereto which are not contained herein or therein are terminated. This Agreement may not be amended, revised, waived, discharged, released or terminated orally but only by a written instrument or instruments executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted. Any alleged amendment, revision, waiver, discharge, release or termination which is not so documented shall not be effective as to any party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

For and on behalf of QB Care LLC	For and on behalf of Geek Expert Crew
Signature: <u>riteshkumar patel</u>	Signature: <u>sushil kumar</u>
Name: Ritesh Kumar Patel	Name: Sushil Kumar

WITNESSES:

alexnorman

Name: Alex Norman