



**RETAINERSHIP AGREEMENT**

THIS AGREEMENT is made at New Delhi on this 1<sup>st</sup> day of August, 2015 between Bezwada Biomedical LLC , with an address at 15-1 Ilene Court, P.O. Box 6357 Hillsborough, NJ, USA 08844, (hereinafter referred to as "BB"), and which includes its successors, executors and assigns of the First Part

and

Mr. Akhil Kumar Kulshrestha, an advocate having his place of residence/work at Flat No.-262, Sector-17, Pocket-D, Dwarka, New Delhi-India ,110075, hereinafter referred to as "the party of the Second Part".

WHEREAS, the party of the first part is a company and requires the assistance of a legal advisor for drafting documents of legal nature, for providing advice on IP related issues, correspondence with the government departments/banks/ others, giving advice and solutions to internal problems of the company.

*AKB*

AND WHEREAS, the party of the first part has offered to appoint and retain the party of the second part to act for them as legal advisor and the party of the second part have agreed to the said appointment and retainer ship;

AND WHEREAS the parties hereto have agreed to record the terms and conditions on which the party of the first part has agreed to appoint and retain the party of the second part to act for them as legal advisor and the party of the second part has agreed to accept the said appointment and retainer ship;



**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The party of the first part hereby appoints and retains the party of the second part for drafting documents of legal nature, for providing advice on IP related issues, correspondence with the government departments/banks/ others, for providing advice and solutions to internal problems of the company and all ancillary and incidental matters.
2. The party of the first part shall appoint the party of the second part as its Legal Attorney for a period of one year starting from 1<sup>st</sup> August, 2015 and shall pay to the party of the second part on as per need basis at an hourly billing rate of Rs. 1,000/- (Rupees One Thousand Only) with a maximum number of hours not to exceed 15 hours per month. The said fees will be in lieu of and in satisfaction of all professional charges and expenses including the office expenses of the party of the second part but excluding any out of pocket expenses and costs incurred in relation to the assignment. PSD
3. The party of the first part shall also pay to the party of the second part all out of pocket expenses incurred by them in payment of traveling expenses, registration charges, etc. in respect of documents in relation to each transaction etc.
4. The above fee quote is based on the assumption that there will be no material change in the scope. In the event of any material deviation in the foregoing assumption the parties hereto agree to re-assess and mutually revise the fee quote.
5. The scope of the above services would not include any regulatory compliance (such as filings, etc. with statutory authorities, etc.), or providing substantive opinions or memoranda on any specific legal issue and the same will be charged separately.





6. This agreement will not extend to any litigation civil or criminal or arbitration whether arising out of any transaction entrusted to the party of the second part or otherwise. If any such matter of litigation or any legal proceedings in a court of law or tribunal or arbitrator is entrusted to them, the party of the second part will be entitled to charge fees according to their usual practice.
7. The party of the second part shall maintain full secrecy and shall not disclose any confidential matter or communication between the party of the first part and themselves to anybody else.
8. The party of the second part shall not act in any matter entrusted to them for any other party concerned or connected with such matter.
9. This agreement may be terminated by any party hereto by giving one month's prior notice to the other without assigning reason and on the expiry of the said period from receipt of the notice this agreement shall stand terminated except in respect of matters which are already entrusted to the party of the second part and are not completed.

IN WITNESS WHEREOF the Parties hereto have set their respective hands on this Agreement on the day, month and year first above written in the presence of the following witnesses:

Dated this 1<sup>st</sup> day of August, 2015

For the Client:

Name: **Rao S Bezwada**

Position: President & CEO

Phone: \_001-9083341575

The Attorney:

Name: **Akhil Kumar Kulshrestha**

Phone 011-919999933215