

CONSULTANCY CONTRACT

Between

IORA Ecological Solutions Pvt. Limited, 225/164 B, Indraprastha Gyan Mandir Complex, Lado Sarai Village, New Delhi-110030, represented by Mr. Swapan Mehra, Chief Executive Officer (CEO), IORA Ecological Solutions Pvt. Limited, India.

Hereinafter referred as "IORA".

And

Mr. Kulen Chandra Das, At Permanent Address Village + P. O. Barkhata, District – Nalbari, Assam, Pin – 781350, and Present Address: P. S. Road, Near Montessori School, Amolapatty, Nagaon, Pin 782 001, (Contact details – +91-94011 64126/ kulenldas@gmail.com)

Hereinafter referred as "Consultant"

Preamble

- IORA is a conservation firm with key expertise in environmental finance and policy. IORA's key activities include Research, Advisory and Project Development.
- IORA is active in development of REDD+ projects, Biodiversity Offset Markets, Community based decentralized Waste Management activities and Forestry based Nationally Appropriate Mitigation Actions in India.
- To that end, IORA retains consultants, who are reputed for their skills in their field of activity;

IORA and the Consultant have agreed to work together in a working relationship devoid of any form of hierarchical subordination.

In view of the above, the following has been agreed.

ARTICLE 1: SUBJECT-MATTER

The Consultant shall undertake the assignment as follows:

- Assist in the selection of team for conducting socioeconomic survey
- Train the team in the native language
- Assist IORA in developing questionnaires
- Review the survey forms of the team
- Assist in designing the sample strategy for conducting socioeconomic survey
- Assist in developing socioeconomic report and review, the review, the report

ARTICLE 2: NATURE OF THE CONTRACT

The contract between IORA and the Consultant, is a contract for the provision of consultancy services. There is no relationship of subordination between the two parties.

Any information and data provided to the Consultant by IORA in the course of relationship shall be the confidential information. The success of the parties' cooperation.

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ARTICLE 3: VALIDITY AND START DATE

This Contract period is from January 01, 2017 to December 31, 2017. It will automatically stand terminated upon expiry of this aforesaid period. The contract has the provision of extending the period days by consent of both the parties though the extension will be put in effect only with a formal letter in writing signed by both the parties.

This Contract shall be validated upon its signature by both the parties.

It shall come into force when the following conditions have been met:

- Both copies of this Contract shall have been signed by the parties, and
- The Consultant shall have delivered to JORA all the elements of evidence proving the legality of his activities
- Travel including boarding, food & lodging will be reimbursed on actuals, if travel is required, as per our company policy

ARTICLE 4: THE CONSULTANT'S OBLIGATIONS

The Consultant undertakes to provide his services which constitute the subject-matter of this Contract, in good faith, in accordance with the highest standards of his profession and with due care and attention.

The Consultant must be fully up-to-date with all his work-related tax and social security obligations for which he shall be fully liable to the relevant bodies. The Consultant undertakes to provide all the elements of evidence proving the legality of his activities to JORA.

The Consultant cannot enter into any commitments whatsoever on behalf of JORA (signing any contract, financial commitments etc.).

The Consultant shall be personally liable for his acts, which shall only be binding upon him in his dealings with the local authorities and third parties.

During his assignment, the Consultant shall abstain from any proselytising, promotion or propaganda, including of an ideological, religious or philosophical kind, which would run counter to the apolitical and neutral position of JORA.

The Consultant undertakes to comply with all local bye-laws in the course of his professional activities and to act in accordance with the ethics principles of JORA as well as JORA's policies.

The Consultant undertakes to refrain from any action which might damage the reputation and the image of JORA.

ARTICLE 5: INVOICING AND PAYMENT

The total agreed upon amount for the this contract is EUR 2,000 (Europe Low cost King Hotel and Spa, Dusseldorf) exclusive of any taxes, social security, etc. This amount will be paid by JORA.

Definition of Working days

- Working days shall be those days when the Consultant is available to provide his services to JORA.
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- If consultant works for the same assignment from other places, apart from the above then he has to take written approval from the nominated person of IORA. Again this type of work can be also calculated on the proportionate (hourly) basis.

The Consultant shall submit invoice with an approved time sheet in the name of IORA Ecological Solutions Pvt. Limited for the work that he executes in accordance with the deliverables as per the TOR.

The amount above shall be firm and final, unless this contract is extended or modified with a revised cost, duly approved by IORA.

The payment terms will be as follows:

Payment will be made only on monthly basis within a period of 15 business days upon receipt of satisfactory worksheet and invoice.

Upon receipt of the invoice(s), IORA shall pay the corresponding amount to the Consultant vide Cheque in favour of "Kulen Chandra Das" or through bank transfer as per the details provided by the Consultant.

Income Tax as applicable under the Tax Laws of India shall be deducted at source and deposited in Government account. Form-16 A will be given by IORA to the Contractor by the due date as per I.T. Act of India.

Should any penalties for any reason be levied, the sum total of the penalties shall be deducted from the last payment due.

In case this Contract is interrupted for any reason, the Consultant will only invoice IORA for the completed works, which have been executed and approved by IORA.

IORA shall declare all of the Contractor's services to the tax authorities.

ARTICLE 6: SOCIAL SECURITY AND INSURANCE COVER

The Consultant shall be in charge of dealing with his own medical and social security cover, and shall remain solely responsible for taking out on his own behalf any insurance policy which he should consider necessary in view of his activities.

ARTICLE 7: SAFETY AND SECURITY

The Consultant undertakes to comply with the safety guidelines as well as with the existing rules of the location where the assignment is due to be carried out, provided that they do not limit his professional independence.

ARTICLE 8: PROMOTION AND CONFIDENTIALITY

The Consultant shall maintain strict confidentiality over his activities and shall not use the facts in connection with his activities in any way, by virtue of his assignment as a service provider, whether in connection with the benefits or otherwise, during the period of validity of the Contract or afterwards. The Consultant shall not, directly or indirectly, publish or distribute or publish (or, throughout the duration of this contract and at any event he shall be deemed to have done so) any information, secret or confidential, of IORA, which is susceptible to disclosure and may be of an important or administrative nature, without the prior written consent of IORA.

ARTICLE 9: STATUTORY OBLIGATIONS TO BE USED AS A REFERENCE

The Consultant shall be responsible for complying with all applicable laws, regulations, decrees, orders, and other provisions of the law in force in the country where the assignment is to be carried out.

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IORA undertakes to respond to this request within a reasonable time.

ARTICLE 10: DURATION AND END OF THE CONTRACT

This Contract shall last until the December 31, 2017 with its start date set out in Article 3.

This timeframe shall be firm and final. Unless the parties mutually decide to extend this Contract upon its expiry, the decision to extend this Contract must be formalised in a written contract signed by the parties.

Each of the party may interrupt the Contract by issuing a signed and dated written notification delivered by means of a letter sent by recorded delivery with acknowledgement of receipt or by hand to the C.U.O. Manager - HR of IORA in return for acknowledgement of receipt giving one (1) month notice in order for the interruption to be effective.

Should the Consultant fail to perform his obligations, IORA shall be entitled to rescind the Contract as of right.

ARTICLE 11: SUBCONTRACTING

The Consultant undertakes not to subcontract any of his obligations wholly or partly without the prior express written approval of IORA.

ARTICLE 12: QUALITY ASSURANCE

The Consultant must in all respects satisfy the technical specifications laid down in the contract. In case of any defect or fault in the work, the Consultant will immediately rectify or replace the same.

ARTICLE 13: FORCE MAJEURE

Should the terms of this Contract be rendered inapplicable owing to an armed conflict or civil war, an internal uprising, a natural disaster or any other unforeseeable cause which is impossible to avoid and beyond the control of the parties, the Contract shall be interrupted immediately pursuant to a mere notification, without any remedies or compensation being due to either party. The occurrence of circumstances of force majeure (i.e. events that are unforeseeable, irresistible and external to the parties) shall in any case justify the termination of the Contract.

ARTICLE 14: EXECUTIVE ORDER ON TERRORISM FINANCING

The Consultant is reminded that U.S. Executive Orders and U.S. law prohibits transactions with and the provision of services and support to, and financial and other assistance for, in part or in full, the legal responsibility of the Consultant to ensure compliance with these Executive Orders and U.S. law.

ARTICLE 15: PARTIAL SETOFF

The Consultant agrees that the provision of the contract shall be subject to the condition that the Consultant shall not be entitled to claim or receive any payment or compensation from IORA until all amounts due to IORA have been paid in full.

The Consultant agrees to indemnify IORA for any and all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, that IORA may incur as a result of the Consultant's negligence or willful misconduct.

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ARTICLE 16: LANGUAGE – APPLICABLE LAW – SETTLEMENT OF DISPUTES

This Contract is hereby drawn up in English.

Should any dispute arise concerning the interpretation or the performance of any of the terms of this Contract, whether during the period of validity of this Contract or after its expiry, the parties shall endeavour to resolve it amicably.


In the event of a persistent disagreement that cannot be settled amicably by the parties, Indian law shall be applicable and the Courts in New Delhi, India, shall be solely competent to settle the dispute.

This Contract is signed on December 31, 2017 in two originals, one of which is provided to each of the parties.

For Iora Ecological Solutions Pvt. Ltd.



Swapnil Mehta
CEO



Kiten Chandra Das
Consultant