Master Services Agreement

This Master Services Agreement (the **"MSA"**) is made on _____ (the **"Effective Date"**) between:

(1) **Veer Pratap Singh**, a sole proprietor trading as **NOXCORP**, email work@noxcorps.com (**"NOXCORP"**); and

(2) _____, with its address at _____ (**"Client"**).

NOXCORP and Client are each a **"party"**. The parties agree as follows.

1. DEFINITIONS

1.1 "Agreement" means this MSA together with every Order Form signed under it.

1.2 "Authorized User" means an employee or contractor of Client whom Client allows to use the Portal.

1.3 "Billing Period" means each one-month period starting on the Service Start Date and on the same day of each month after it.

1.4 "Build" means NOXCORP's initial setup of the Services for Client, as described in the Order Form.

1.5 "Build Fee" means the one-time fee for the Build stated in the Order Form.

1.6 "Client Data" means data, content and materials that Client, or anyone acting for Client, gives to NOXCORP or uploads to the Portal or Services, including CRM records, customer lists, suppression lists, message wording and access to Connected Accounts.

1.7 "Connected Account" means any third-party account or platform (for example an email inbox, CRM, LinkedIn or calendar) that Client connects to the Services or lets NOXCORP use in connection with them.

1.8 "Contact" means an individual whose details (such as name, role, business email or phone number) are included in a Deliverable.

1.9 "Data Protection Laws" means all laws that apply to the processing of Personal Data under this Agreement, which may include India's Digital Personal Data Protection Act, 2023, the EU and UK General Data Protection Regulation, and US state privacy laws.

1.10 "Deliverables" means the lists, records, research, scores, reports, message drafts and other outputs that NOXCORP delivers to Client as part of the Services, whether through the Portal, by file or by any other agreed channel.

1.11 "Direct Competitor" means a business that sells substantially the same kind of product or service as Client, to substantially the same type of customer, in substantially the same geography. The Order Form may name Direct Competitors or describe them more precisely; otherwise NOXCORP decides in good faith.

1.12 "Founding Client" means a Client whose Order Form marks it as a founding client.

1.13 "Monthly Fee" means the recurring fee for each Billing Period stated in the Order Form, as adjusted under clause 7.7.

1.14 "NOXCORP Technology" means everything NOXCORP uses to provide the Services, including its software, code, workflows, automations, scoring methods, prompts, data sources, databases, templates, infrastructure, Portal, know-how and documentation, and all improvements to them, whether made before or during this Agreement. It does not include Client Data.

1.15 "Order Form" means a document signed by both parties that orders Services under this MSA. The first Order Form is Exhibit A.

1.16 "Outreach Laws" means all laws that apply to contacting people by email, phone, text message, social media or any other channel, which may include the US CAN-SPAM Act and Telephone Consumer Protection Act, the EU and UK GDPR, the EU ePrivacy rules and the UK Privacy and Electronic Communications Regulations, Canada's Anti-Spam Legislation (CASL), India's Digital Personal Data Protection Act, 2023, and TRAI's commercial communication regulations.

1.17 "Personal Data" means information about an identified or identifiable individual, and any information treated as personal data or personal information under Data Protection Laws.

1.18 "Portal" means NOXCORP's online client portal.

1.19 "Sending Model" means the choice made in the Order Form between **Client-Sent** (Client sends all outreach) and **NOXCORP-Sent** (NOXCORP sends outreach on Client's behalf).

1.20 "Service Start Date" means the date stated as such in the Order Form.

1.21 "Services" means the services described in an Order Form, which may include the Build; ongoing automation that finds, researches and scores businesses and people matching Client's target customers; preparing outreach messages; sending outreach under the NOXCORP-Sent model; and access to the Portal.

1.22 "Including" means "including without limitation". Headings are for convenience only. "Written" and "in writing" include email.

2. SERVICES

2.1 Order Forms. NOXCORP will provide the Services described in each Order Form. Each Order Form forms part of this Agreement. If an Order Form conflicts with this MSA, this MSA wins, unless the Order Form expressly names the clause of this MSA that it changes.

2.2 The Build. NOXCORP will carry out the Build once it has received the Build Fee and the information it reasonably needs from Client. Dates in an Order Form are good-faith estimates, not fixed deadlines.

2.3 Ongoing Services. From the Service Start Date, NOXCORP will provide the Services in each Billing Period. Volumes stated in the Order Form are targets that NOXCORP will use reasonable efforts to meet.

2.4 How NOXCORP works. NOXCORP decides how to perform the Services, including which tools, data sources, AI models, subcontractors and providers to use, and may change them at any time as long as the Services as a whole are not materially reduced.

2.5 Client cooperation. Client will promptly give NOXCORP the information, approvals, access and decisions it reasonably asks for. NOXCORP is not responsible for any delay or shortfall caused by Client not doing so.

2.6 Portal. Client may let its Authorized Users use the Portal. Client will keep log-in details secure, will not let one user's log-in be used by anyone else, is responsible for what its Authorized Users do, and will tell NOXCORP promptly about any unauthorized use.

2.7 Connected Accounts. If Client connects a Connected Account or gives NOXCORP access to one, Client confirms that it is allowed to do so and that this use complies with that platform's terms. Each platform is controlled by its provider. NOXCORP is not responsible for any platform's downtime, changes or rate limits, or for its decision to restrict, suspend or close an account.

2.8 Third-party services. The Services rely on third-party services such as hosting, databases, email delivery, AI models and public data sources. NOXCORP does not control them and makes no promise about them.

2.9 No professional advice. NOXCORP does not give legal, tax, compliance or financial advice. Any guidance it gives about outreach, deliverability or compliance is practical guidance only.

3. OUTREACH AND SENDING MODELS

3.1 Client-Sent. Where the Order Form says Client-Sent, Client decides whether, when, how and to whom to send any message, and is solely responsible for all outreach and for its compliance with Outreach Laws and Data Protection Laws.

3.2 NOXCORP-Sent. Where the Order Form says NOXCORP-Sent:

(a) NOXCORP will only send messages whose wording, or templates, Client has approved in writing (approval by email or in the Portal is enough). Client is responsible for the content of approved messages, including every claim about Client's products or services;

(b) messages are sent in Client's name, from the accounts or domains named in the Order Form or agreed in writing, and each message will identify Client as the sender;

(c) NOXCORP will honour opt-out requests it receives through those accounts by stopping further messages to that person and adding them to Client's suppression list, and Client will tell NOXCORP promptly about any opt-out or objection that Client receives directly;

(d) Client confirms that it has a lawful basis under Outreach Laws and Data Protection Laws to contact each recipient about its offer, and that its products, services and offer are lawful where each recipient is located; and

(e) NOXCORP may refuse to send, or may pause, any message or campaign that it reasonably believes may break the law or a platform's rules, or may harm the reputation of the sending accounts.

3.3 Results. Under either Sending Model, NOXCORP does not promise any level of deliverability, opens, replies, meetings, sales or revenue.

4. USE OF DELIVERABLES

4.1 Licence. Once the relevant fees are paid, NOXCORP grants Client a non-exclusive, non-transferable, perpetual licence to use the Deliverables for Client's own business, meaning to market and sell Client's own products and services. This licence continues after this Agreement ends, always subject to clauses 4.2 to 4.4.

4.2 What Client may not do. Client must not, and must not allow anyone else to:

(a) sell, resell, rent, lease, license, trade, give away, publish or otherwise share any Deliverable, or any list or database built from Deliverables, with any third party. Client may share Deliverables with its own service providers (for example its CRM or email provider) so they can work for Client, if they are bound to keep them confidential and use them only for Client;

(b) use Deliverables to market or sell anyone else's products or services, or to build or offer any data, list or lead-generation product;

(c) send bulk, untargeted or high-volume messages to Contacts in breach of Outreach Laws, or load Deliverables into any tool for that purpose;

(d) contact anyone who has opted out or objected, or hide or misrepresent who is sending a message;

(e) harass, threaten or mislead any Contact; or

(f) use Deliverables to make decisions about any person's eligibility for credit, employment, insurance, housing or anything similar, or for any purpose other than business-to-business sales and marketing.

4.3 Compliance. Client will comply with all Outreach Laws and Data Protection Laws that apply to each Contact that Client, or NOXCORP on Client's behalf, contacts. Where the law requires it, this includes identifying Client clearly in every message, giving a simple way to opt out, honouring opt-outs promptly and permanently, keeping a suppression list, and only contacting people on a lawful basis. Once Client receives Deliverables containing Personal Data, Client decides how that data is used and is responsible for it under Data Protection Laws as an independent controller (or data fiduciary).

4.4 Breach. If Client breaches clause 4.2 or 4.3, NOXCORP may suspend the Services, or end this Agreement immediately by written notice, without refund, and clause 13.2 applies. This is in addition to any other right NOXCORP has.

5. CONTACT-LEVEL EXCLUSIVITY

5.1 For 90 days after NOXCORP delivers a Contact to Client, NOXCORP will not deliver that same Contact (the same person at the same business) to a Direct Competitor of Client as part of NOXCORP's services.

5.2 Clause 5.1 does not: (a) stop NOXCORP from working for Direct Competitors or any other business; (b) apply to a Contact that NOXCORP delivered to another client before delivering it to Client; (c) apply to information that a Direct Competitor finds or obtains independently; or (d) stop NOXCORP from contacting anyone for NOXCORP's own business.

5.3 If NOXCORP breaches clause 5.1, it will replace the affected Contact free of charge at Client's request. That is Client's only remedy for a breach of clause 5.1.

6. OWNERSHIP

6.1 NOXCORP Technology. NOXCORP owns all rights in NOXCORP Technology, and nothing in this Agreement transfers them to Client. Client receives the Deliverables and access to the Portal, not the system that produces them, and NOXCORP has no duty to give Client any code, workflow or method.

6.2 Client Data. Client owns Client Data. Client grants NOXCORP a non-exclusive, worldwide, royalty-free licence to use Client Data during this Agreement to provide, maintain and support the Services.

6.3 Aggregated data. NOXCORP may collect and use aggregated, de-identified information about how the Services perform (such as delivery, reply and match rates) to run, improve and promote its services, as long as that information does not identify Client, any Contact, or any of Client's Confidential Information.

6.4 Know-how. NOXCORP may reuse, for any purpose, the general skills, knowledge, methods and techniques it uses or learns while providing the Services, as long as it does not disclose Client Data or Client's Confidential Information.

6.5 Feedback. If Client gives suggestions or feedback about the Services, NOXCORP may use them freely, with no duty to pay or credit Client.

6.6 Restrictions. Client must not: (a) copy, modify or reverse engineer any part of NOXCORP Technology, or try to obtain its source code; (b) scrape, crawl or use automated tools to extract data from the Portal, other than through export features NOXCORP provides; (c) get around any access or security control; or (d) use the Services or NOXCORP's Confidential Information to build a competing product or service.

7. FEES AND PAYMENT

7.1 Build Fee. Client pays the Build Fee before the Build starts.

7.2 Monthly Fee. NOXCORP invoices the Monthly Fee in advance at the start of each Billing Period.

7.3 Due date. Each invoice is due within 7 days of its date.

7.4 Currency and method. All fees are in US dollars. Client pays by Razorpay, bank transfer, or the cryptocurrency stated on the invoice. Client pays any bank, transfer, network or currency-conversion charges so that NOXCORP receives the full invoiced amount.

7.5 Taxes. Fees do not include taxes. Client pays all taxes that apply to the Services, other than taxes on NOXCORP's income. If the law requires Client to withhold tax from a payment, Client will increase the payment so that NOXCORP receives the full amount it would have received without the withholding.

7.6 Late payment. If any amount is still unpaid 7 days after its due date, NOXCORP may pause the Services, including Portal access and any sending, until everything overdue is paid. Billing Periods continue to run during a pause, and delivery dates move back accordingly. Overdue amounts carry interest at 1% a month (or the highest lawful rate, if lower) from the due date until paid.

7.7 Price changes. NOXCORP may change its published prices at any time. For an Order Form that is already signed:

(a) NOXCORP may increase the Monthly Fee no more than once in any 12-month period, by no more than 10% of the Monthly Fee then in effect, and only with at least 30 days' written notice. The new fee applies from the first Billing Period that starts after the notice period ends;

(b) for a Founding Client, the Monthly Fee will not increase during the first 12 months after the Service Start Date of its first Order Form, and clause 7.7(a) applies after that; and

(c) a change of scope that Client asks for (for example more volume, a new niche or a new geography) is not a price increase under this clause, and is priced in a new or amended Order Form.

7.8 No refunds. All fees are non-refundable, including the Build Fee and the Monthly Fee for any Billing Period that has started, except as stated in clause 8, clause 13.1 and clause 14.4.

7.9 Invoice disputes. If Client disputes an invoice in good faith, it must tell NOXCORP in writing, with reasons, before the due date, and pay any part not in dispute. The parties will try to resolve the dispute quickly.

8. REPLACEMENT GUARANTEE

8.1 A delivered Contact is **"Defective"** if: (a) its email address hard-bounces as invalid; (b) the person no longer works at the business shown; (c) the contact details belong to a different person; or (d) the Contact clearly falls outside the targeting criteria in the Order Form.

8.2 Client may report a Defective Contact within 14 days after it is delivered, by email or through the Portal, with reasonable evidence (for example the bounce message). NOXCORP will review the report and, if the Contact is Defective, deliver a replacement free of charge in a later delivery.

8.3 These are not Defective: a Contact who does not reply, is not interested or says no; soft bounces, full inboxes, auto-replies and out-of-office messages; bounces or blocks caused by Client's own sending setup, domain or sender reputation; and Contacts that Client has changed.

8.4 Replacement under this clause is Client's only remedy for Defective Contacts or inaccurate Deliverables.

9. WARRANTIES AND DISCLAIMERS

9.1 Both parties. Each party confirms that it has the right and authority to enter into this Agreement, and that doing so does not break any law or other agreement that binds it.

9.2 NOXCORP. NOXCORP will perform the Services with reasonable skill and care, in line with good industry practice. If it does not, Client must tell NOXCORP in writing within 30 days, and NOXCORP will perform the affected Services again. That is Client's only remedy for a breach of this clause.

9.3 Client. Client confirms that: (a) it has all the rights and permissions needed for NOXCORP to use Client Data as this Agreement allows; (b) Client Data and approved messages will not infringe anyone's rights, be false, misleading or defamatory, or break any law; and (c) it will use the Services and Deliverables lawfully and in line with this Agreement.

9.4 Disclaimers. Except as expressly stated in this Agreement, the Services, Portal and Deliverables are provided "as is", and NOXCORP makes no other promise, express or implied, including about merchantability, fitness for a particular purpose, accuracy, completeness or non-infringement. In particular:

(a) Deliverables are compiled from public and third-party sources that change over time, and NOXCORP does not promise that every item is accurate or current;

(b) some Deliverables, such as research summaries, scores and message drafts, are produced with the help of AI and may contain errors, so Client must review them before relying on or sending them; and

(c) NOXCORP does not promise that the Services will be uninterrupted or error-free, or that they will lead to any replies, meetings, sales or revenue.

10. DATA PROTECTION

10.1 NOXCORP compiles Contact information from publicly available business sources and handles Personal Data in line with Data Protection Laws and its privacy policy at noxcorps.com/privacy.

10.2 When NOXCORP processes Personal Data contained in Client Data, or in replies received under the NOXCORP-Sent model, it will: (a) use it only to provide the Services and as Client instructs in writing; (b) keep it secure with reasonable technical and organizational measures; (c) make sure everyone who accesses it is bound by confidentiality; and (d) tell Client without undue delay after becoming aware of a security breach affecting it.

10.3 If Data Protection Laws require a separate data processing agreement (for example because Client, or the people in Client Data, are in the EU or UK), Client must ask for one before giving NOXCORP that Personal Data, and NOXCORP will provide its standard data processing addendum. If Client does not ask, Client confirms that no such agreement is needed.

10.4 Each party will promptly tell the other about any opt-out, objection, erasure or other rights request relating to a Contact that the other party needs to act on, and will give reasonable help in responding to it.

11. CONFIDENTIALITY

11.1 "Confidential Information" means non-public information that one party (the **"discloser"**) shares with the other (the **"recipient"**) under this Agreement and that is marked confidential or that a reasonable person would understand to be confidential. NOXCORP Technology, the Portal, NOXCORP's methods and the terms of this Agreement are NOXCORP's Confidential Information. Client Data is Client's Confidential Information.

11.2 The recipient will: (a) use the discloser's Confidential Information only for this Agreement; (b) share it only with its employees, contractors and advisers who need it for this Agreement and are bound by confidentiality duties at least as protective as this clause; and (c) protect it with at least reasonable care.

11.3 Clause 11.2 does not apply to information that: (a) is or becomes public through no fault of the recipient; (b) the recipient already lawfully knew; (c) the recipient lawfully receives from someone else with no duty of confidence; or (d) the recipient develops independently without using the discloser's information. The recipient may disclose Confidential Information when required by law or a court, after giving the discloser prompt notice where the law allows.

11.4 When this Agreement ends, or at the discloser's written request, the recipient will delete or return the discloser's Confidential Information, except copies kept in routine backups or as required by law, which remain protected by this clause.

11.5 This clause continues for 3 years after this Agreement ends, and for trade secrets, for as long as they remain trade secrets.

12. LIMITATION OF LIABILITY

12.1 No indirect losses. Neither party is liable to the other for any indirect, incidental, special, consequential, exemplary or punitive damages, for any loss of profits, revenue, business, deals, goodwill or data, or for the restriction or suspension of any Connected Account, however caused, even if it was told such loss was possible.

12.2 Cap. Each party's total liability arising out of or in connection with this Agreement is limited to the total fees that Client paid NOXCORP under this Agreement in the 3 months before the event giving rise to the liability.

12.3 Exceptions. Clauses 12.1 and 12.2 do not limit: (a) Client's obligation to pay fees; (b) Client's liability for breach of clause 4 or clause 6.6, or under clause 13.2; (c) either party's liability for fraud or wilful misconduct; or (d) any liability that cannot be limited by law.

12.4 These limits are an essential part of the deal and are reflected in the fees. They apply even if a limited remedy in this Agreement fails of its essential purpose.

13. INDEMNITIES

13.1 By NOXCORP. NOXCORP will defend Client against any third-party claim that the Portal or NOXCORP Technology, as provided by NOXCORP and used by Client in line with this Agreement, infringes that third party's intellectual property rights, and will pay any damages finally awarded or agreed in settlement. If such a claim is made or seems likely, NOXCORP may get Client the right to keep using the affected item, change or replace it so that it no longer infringes, or end the affected Services and refund any prepaid fees for the unused part of the current Billing Period. NOXCORP has no duty under this clause for claims arising from Client Data, Client's messages or offers, a combination with anything NOXCORP did not provide, or use that is not in line with this Agreement. NOXCORP's liability under this clause is subject to clause 12.2, and this clause is Client's only remedy for infringement claims.

13.2 By Client. Client will defend NOXCORP and its contractors against any third-party claim, complaint, regulatory investigation or fine, and will pay all resulting losses, damages, fines, penalties, costs and reasonable legal fees, to the extent arising from: (a) Client Data; (b) any outreach sent by or for Client, including messages that NOXCORP sends under the NOXCORP-Sent model using wording Client approved, except to the extent caused by NOXCORP's breach of clause 3.2; (c) Client's products, services or offers; or (d) Client's breach of clause 3, 4 or 9.3, or of Outreach Laws or Data Protection Laws.

13.3 Process. The party seeking protection under this clause must: (a) notify the other party promptly in writing of the claim (a delay only reduces the other party's duty to the extent the delay harms it); (b) let the other party control the defence and settlement of the claim, although no settlement may admit fault by, or impose any obligation on, the protected party without its consent; and (c) give reasonable help, at the other party's cost. The protected party may take part in the defence with its own lawyers at its own cost.

14. TERM, CANCELLATION AND TERMINATION

14.1 Term. This MSA starts on the Effective Date and continues until it is ended under this clause. Each Order Form runs month to month from its Service Start Date until it is cancelled or terminated.

14.2 Cancellation. Either party may cancel an Order Form at any time by written notice, including by email. Cancellation takes effect at the end of the Billing Period in which the notice is given. No Monthly Fees fall due after that, and no refund is due for the current Billing Period. If Client cancels before the Build is finished, the Build Fee is not refunded.

14.3 Termination for breach. Either party may end this Agreement or any Order Form immediately by written notice if the other party materially breaches it and does not fix the breach within 14 days after receiving written notice describing it. NOXCORP may also end this Agreement immediately by written notice under clause 4.4, or if any amount is more than 30 days overdue.

14.4 Refund on NOXCORP's breach. If Client ends an Order Form under clause 14.3 because of NOXCORP's uncured material breach, NOXCORP will refund the prepaid Monthly Fee for the unused part of the current Billing Period.

14.5 When an Order Form ends: (a) NOXCORP stops providing those Services and the related Portal access ends; (b) all unpaid fees for Services already provided become due at once; (c) Client keeps its licence to Deliverables that were delivered and paid for, subject to clause 4; and (d) Client may ask NOXCORP, within 30 days, to export Client Data and the Deliverables held in the Portal, after which NOXCORP may delete them, except copies kept in routine backups or as required by law.

14.6 Ending the MSA. When no Order Form is active, either party may end this MSA by written notice. Ending this MSA ends every Order Form under it.

14.7 Survival. Clauses 1, 4, 5.2, 5.3, 6, 7 (for amounts owed), 9.4, 10, 11, 12, 13, 14.4, 14.5, 14.7 and 15 continue after this Agreement ends.

15. GENERAL

15.1 Governing law. This Agreement, and any dispute arising out of or in connection with it, is governed by the laws of India.

15.2 Resolving disputes.

(a) A party with a dispute must first email the other party (NOXCORP at work@noxcorps.com) describing it, and both parties will try in good faith to resolve it within 30 days.

(b) If the dispute is not resolved within those 30 days, it will be finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, by a sole arbitrator appointed by agreement of the parties or, if they do not agree within 30 days, in accordance with that Act. The seat and venue of arbitration is New Delhi, India. The language of the arbitration is English, and hearings may be held by video conference. The award is final and binding on the parties, and the arbitrator may award costs, including reasonable legal fees, to the successful party.

(c) Nothing in this clause stops either party from seeking urgent interim relief from a competent court, including under section 9 of that Act, to protect its intellectual property or Confidential Information.

(d) Subject to this clause, the courts at New Delhi have exclusive jurisdiction.

15.3 Notices. Notices under this Agreement must be in writing and sent by email: to NOXCORP at work@noxcorps.com, and to Client at the notice email in the Order Form. A notice is received when it is sent, unless the sender receives a delivery failure message. Either party may change its notice email by notice to the other.

15.4 Assignment. Neither party may transfer this Agreement without the other party's written consent, which must not be unreasonably withheld, except that: (a) NOXCORP may transfer it, on written notice, to a company, LLP or other entity it sets up to carry on the NOXCORP business, or to a buyer of all or most of that business; and (b) Client may transfer it, on written notice, to a buyer of all or most of its business. Any other attempted transfer is void.

15.5 Subcontractors. NOXCORP may use subcontractors and service providers, and remains responsible for their work under this Agreement.

15.6 Publicity. NOXCORP will not use Client's name, logo, results or any details of its work for Client in any public material without Client's prior written consent (email is enough). Client may withdraw that consent for future material at any time.

15.7 Force majeure. Neither party is liable for any delay or failure (other than in paying money) caused by events beyond its reasonable control, including natural disasters, epidemics, war, government action, power or internet failures, and outages or policy changes at third-party platforms or providers. The affected party will notify the other and resume performance as soon as reasonably possible.

15.8 Relationship. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship.

15.9 Entire agreement. This Agreement is the whole agreement between the parties about its subject and replaces all earlier discussions, proposals and understandings about it. Neither party relies on any statement that is not set out in it. Terms in Client's purchase orders or similar documents do not apply.

15.10 Changes. This Agreement can only be changed in writing signed by both parties, and electronic signatures count. NOXCORP may publish updated versions of its standard MSA, but an update does not change a signed Agreement unless both parties sign it.

15.11 Severability and waiver. If any part of this Agreement is found unenforceable, the rest stays in force and that part applies to the fullest extent the law allows. Not enforcing a right is not a waiver of it.

15.12 Signing. This Agreement may be signed electronically and in counterparts, which together form one agreement.

15.13 Third parties. No one other than the parties has any right to enforce this Agreement.

Signed by the parties on the dates below. Electronic signatures are valid (clause 15.12).

NOXCORP

Signature

Veer Pratap Singh, Sole Proprietor, trading as NOXCORP

Email: work@noxcorps.com

Date

CLIENT

Company

Signature

Name and title

Date

Exhibit A: Order Form No. ____

This Order Form is made under the NOXCORP Master Services Agreement v1.0 between the parties. Terms defined in the MSA have the same meaning here.

1. Client

Client legal name	
Registered address	
Contact name and role	
Notice email (clause 15.3)	
Billing email	

2. Services

Plan	
Target customers (who Client sells to)	
Geography	
Deliverables and target volume per Billing Period	
Delivery (Portal or other channel)	
Sending Model (clause 3)	☐ Client-Sent ☐ NOXCORP-Sent If NOXCORP-Sent, sending accounts / domains:
Direct Competitors, if any (clause 5)	

3. Fees

Build Fee	US$
Monthly Fee (per Billing Period)	US$
Founding Client	☐ Yes ☐ No If yes, the Monthly Fee above includes the 15% founding discount and will not increase for 12 months from the Service Start Date (clause 7.7(b)).
Payment	Build Fee before the Build starts. Monthly Fee invoiced in advance, due within 7 days, by Razorpay, bank transfer or crypto (clause 7).

4. Dates and term

Estimated Build completion	
Service Start Date	
Term	Month to month. Either party may cancel by email; cancellation takes effect at the end of the current Billing Period (clause 14.2).

5. Special terms

Special terms change the MSA only where they expressly name the clause they change (clause 2.1).

NOXCORP

Signature

Veer Pratap Singh, Sole Proprietor, trading as NOXCORP

Date

CLIENT

Signature

Name and title

Date

Based on a template published by General Legal, PC under CC0 1.0. General Legal has not reviewed this agreement.