



*Quest*  
Innovative Solutions (P) Ltd.

(b) Digitech may notify any future or prospective clients or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.

(c) This agreement shall be binding upon QIS and its personal representatives in interest, and shall inure to the benefit of Digitech.

#### IV. Terms of agreement and termination

1. Initially the agreement shall be valid for a period of 5 year from the date of the agreement and may be renewed on mutually agreed terms.

#### V. Preparation of Quotations and Payment Terms

1. For all software projects:-

- Digitech will contact the client and do the system and requirement study of the client's project, which will be conveyed to QIS for the feasibility study.
- After analyzing the requirements conveyed by Digitech, QIS will submit a proposal and quote for the same to Digitech.
- On finalizing the quote Digitech will add its profit/charges and the final quote will be submitted to the client for approval.
- Once the client's approval is obtained, Digitech will make an advance payment of 50% of QIS's quote to QIS.
- On receipt of the advance payment, QIS will commence work on the project.
- On successful completion of the project Digitech will make the final payment.
- Any additional changes to the initial requirements will be considered as additional work and will be charged extra.

For M/s Quest Innovative Solutions (P) Ltd

Manoj Jacob

For Digitech International

Thomas Mathew

Date: 01/31/2006

*.....redefining innovation.*