

FREELANCE AGREEMENT

This Freelance Content Creator Agreement is made and entered into this 10th of July, 2023 (“Execution Date”).

BETWEEN

Behtar Technology Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at #677, 1st Floor, 27th Main, 13th Cross, HSR Layout Sector-1, Bangalore 560102, Karnataka, India represented by Mohammed Jani Pasha, Authorized Signatory (hereinafter referred to as “Company”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns).

AND

Swapnil Navneet Shirasath, S/o Navneet Uttam Shirasath having his residence at Sai Nath Row House A Wing No1 Omkareshver Heights Backside Ayodhya Nagar 2 Amrutdham Panchvati Nashik 422003. (*hereinafter referred to as “the Freelancer”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns*)

*The Company and the Freelancer are hereinafter referred to individually as “the **Party**” and together as “the **Parties**”*

WHEREAS the Company is engaged in the business of providing software solutions and services related to Web Technologies, Internet and E-commerce (*hereinafter referred to as “business”*)

AND WHEREAS the Freelancer is a Content Creator having experience in creating content for Mobile Applications which includes photos, videos, graphics, audios etc. (*hereinafter referred to as “Content”*)

AND WHEREAS the Company intends to engage with the freelancer for his/her respective services for the business of the Company.

AND WHEREAS the Freelancer intends to create Content for the Company as per the requirement and demand of the Company and the respective Content shall be transmitted, publicised, relayed and broadcasted on the Mobile Application of the Company or as per the discretion of the Company without any restriction,

AND WHEREAS accordingly the Company agrees to engage the Freelancer to create Content, from time to time, in return for compensation by the Company as agreed herein,

AND WHEREAS the Company and the Freelancer accordingly agree to be bound by the terms and conditions hereinafter contained,

SERVICES OF THE FREELANCER:

1. The Freelancer shall go through the already created content and improve it as per the terms and conditions of the platform to make the respective Content adaptable for the platform (hereinafter referred to as the "General Content"). It is agreed between the Company and the Freelancer that the Company shall be entitled, without any restriction, to request the Freelancer to generate Content as per the requirement of the Company on specific subject/topic (*hereinafter referred to as "Special Content"*) for the Company from time to time. (*hereinafter the General Content and the Special Content collectively shall refer as "the Content"*)
2. The Freelancer acknowledges that the Content being generated is for valuable compensation provided by the Company and at the instance of the Company on a work for hire/ commissioned work basis. Thus, the Company reserves its rights' on the Content including the sole and exclusive ownership, title, interests, intellectual property rights etc. In the said Content all elements thereof as captured under this Agreement and the right to enforce the copyright in the same shall be owned by the Company and shall constitute work specifically commissioned for use by the Company with the Company being deemed the first owner thereof for all purposes including but not limited to provisions of the Copyright Act, 1957 or any amendment thereof. The aforesaid shall remain with the Company even after the expiry or termination of this Agreement, as the case may be.
3. The said Content submitted by the Freelancer would be solely and exclusively for the use by the Company, the Freelancer shall have no rights whatsoever in relation thereto and shall not be entitled to use or upload the Content anywhere else on his/her own behalf or behalf of anyone other than the Company.
4. The Freelancer shall provide the Content to the Company on the following commercial terms:

Name/Type of Content	Charges
Content created by the Freelancer	Rs. 18000 Per month, including tax

5. The agreed Commercial Compensation shall be provided by the Company to the Freelancer after the complete sourcing and transmission of the Content on the platform of the Company.

RIGHTS/OBLIGATIONS OF THE PARTIES:

6. Rights/Obligations of the Freelancer:

- i. Hereby consents, permits and unequivocally agrees to waive of all rights whatsoever in the Content and allow the Company to use in any manner the said Content. The

Company shall be entitled to polish the Content as per its requirements and further to make the content adaptable for the platform including but not limited to formatting, content, branding, logos etc. and the Freelancer would have no concern or objection whatsoever in this regard.

- ii. Hereby warrants and certifies that prior to providing the Content to the Company, as the case may be, all consent, permissions etc. from all third parties including social media platforms including Youtube or any other platform or media on or through which the Content has been created, have been obtained and further agrees to indemnify and hold harmless the Company from any losses or damages that may be caused to the Company due to any claims raised or actions taken by any such third parties or platforms in this regard.
- iii. Shall provide the Content in the creative form as required, desired or prescribed by the Company and ensure that the Content is not damaged or otherwise incompatible with Mobile application of the Company.
- iv. Represents, warrants and undertakes to ensure that any information or content contained in the Content does not violate any law/rules/regulation or any rights of any person/association, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent trademark, trade secret, image, or other proprietary or confidential information or propriety right, unfair competition, defamation, invasion of privacy or rights of any person, violation of any anti-discrimination law or regulation, or any other right of any person or entity.
- v. Shall ensure that the Content and anything stated therein is not false, incorrect, fake, sham, copied, deceptive, illegal or misleading or contain any kind of spam or junk etc.
- vi. Shall ensure that the Content does not contain any prohibited/restricted content including but not limited to relating to violence, obscenity and sexual material, alcohol or tobacco, anti-national or hateful speech, illegal drugs, gambling, prostitution etc.
- vii. Shall ensure that the Content does not violate, infringe or impinge upon rights of any third parties etc.
- viii. Shall not take up part-time or full-time employment or freelancing work, during the term of this Agreement, with any other party or company involved in any business or activity that competes with the business, proposed business or business interests of the Company.
- ix. Shall indemnify and keep the Company indemnified against all losses, expenses or damages (including legal costs) that may be suffered or incurred by the Company due

to any default or breach of terms of this Agreement by the Freelancer including but not limited to unauthorised actions, representations, warranties, infringement of rights of any third parties etc.

7. Rights and Obligations of the Company:

- i. Provide due inputs wherever Content is required to be created by the Freelancer. .
 - ii. Shall timely compensate the Freelancer as per the terms of this Agreement.
8. Neither Party under the present Agreement shall be liable for delay or default in the fulfilment of respective obligations under the conditions due to force majeure conditions such as strikes, lock out, natural calamities etc.
9. The Freelancer shall not, at any stage, during the subsistence or after the expiry of this Agreement, share this Agreement or the contents thereof including but not limited to the commercials etc. with any person without the prior consent in writing of the Company. The intent of the Agreement is to keep the same as private and confidential between the parties.

TERM AND TERMINATION

10. **Term:** This Agreement shall be effective as of 10/07/2023 (“Effective Date”) and will continue in full force and effect for a period of 12 (Twelve) months from the Effective Date (the “Initial Term”), unless terminated earlier in accordance with the provisions set forth in this Clause Term and Termination (“Term”). This Agreement may be renewed by the Parties with such revisions as may be mutually agreed.
11. **Termination without cause :** Either Party may elect to terminate this Agreement, without cause, by serving upon the other Party, a 15 (Fifteen) working days’ prior written notice expressly stating its intent to terminate this Agreement.
12. **Termination for cause:** The Company reserves the right to terminate this Agreement effective immediately, upon delivery of a prior written notice, on the occurrence the following events:

- In the event the Freelancer is in material breach of its obligations under this Agreement;

13. **Survival:** Notwithstanding anything contained in this Agreement, the expiration or termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior to the date of termination. Rights and obligations which, by their nature, should survive will remain in effect after termination or expiration of this Agreement.

ARBITRATION

14. All disputes arising out of or connection with this Agreement shall be referred to a mutually appointed sole Arbitrator under the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be Bengaluru. The Arbitral award passed by the sole Arbitrator shall be binding on both the parties. Subject to the arbitration clause, courts at Bengaluru have exclusive jurisdiction in relation to any matter under this Agreement.

MISCELLANEOUS

15. No modifications, alterations, amendment or waivers of any provisions herein contained shall be binding on the Parties hereto unless evidenced in writing signed by duly authorized representatives of both Parties.
16. The headings given to the clauses herein are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular clause to which the title refers.
17. It is the intent of the Parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
18. The Parties represent and warrant that the respective signatories are duly authorised, as required under the applicable laws, to sign and execute the present Agreement on behalf of the respective Parties.

Signed by the Authorised Signatory
Name
Date

Signed by the Freelancer
Name
Date