

Fixed Term Service Agreement

This Fixed Term Service Contract (this "Agreement") is made as of this 22nd day of December 2023, (the "Effective Date")

by and between

"Client"

Globiva Services Private Limited located at 2nd Floor, Plot No. 418-419, Udyog Vihar Phase IV, Gurgaon, Haryana, 122016 ("Client")

by and between

"Independent Contractor"

Name... ABHISHEK ROY

Fathers Name... SAMIR KUMAR ROY

Address... CO-OPERATIVE COLONY, JAMADOBA, DHANBAD,
JHARKHAND, PIN - 828112.

Mobile No. 9667505711

Aadhar No. 5709 2408 4967

PAN No. EGFPR2426Q

Bank Account No. 477910110018434 IFCS BKID0004779

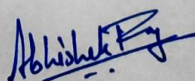
Bank Name. BANK OF INDIA

Client and Independent Contractor may each be referred to in this Agreement as a "Party" and collectively as the "Parties."

1. Services. Independent Contractor shall provide the following services to Client as per Annexure A (the "Services"). In addition, Independent Contractor shall perform such other duties and tasks, or changes to the Services, as may be agreed upon by the Parties.

2. Compensation. Inconsideration for Independent Contractor's performance of the Services, Client shall pay Independent Contractor as per Annexure A.

3. Term and Termination. Independent Contractor's engagement with Client under this Agreement shall commence on 24th December 2023. The Parties agree and acknowledge that this Agreement and Independent Contractor's engagement with Client under this Agreement shall terminate on 1st Jan 2024. At the time of termination, Independent Contractor agrees to return all Client property used in performance of the Services, including but not limited to computers, cell phones, keys, reports and other equipment and documents.



Independent Contractor shall reimburse Client for any Client property lost or damaged in an amount equal to the market price of such property.

4. Independent Contractor. The Parties agree and acknowledge that Independent Contractor is an independent contractor and is not, for any purpose, an employee of Client. Independent Contractor does not have any authority to enter into agreements or contracts on behalf of Client, and shall not represent that it possesses any such authority. Independent Contractor shall not be entitled to any of Client's benefits, including, but not limited to, coverage under medical, dental, retirement or other plans. Client shall not be obligated to pay worker's compensation insurance, unemployment compensation, social security tax, withholding tax or other taxes or withholdings for or on behalf of the Independent Contractor in connection with the performance of the Services under this Agreement. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of a partnership, a joint venture or any other fiduciary relationship.

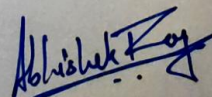
5. Confidentiality.

a. Confidential and Proprietary Information. In the course of performing the Services, Independent Contractor will be exposed to confidential and proprietary information of Client. "Confidential Information" shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, designs, processes, procedures, formulas or improvements, which Client considers confidential and proprietary. Independent Contractor acknowledges and agrees that the Confidential Information is valuable property of Client, developed over a long period of time at substantial expense and that it is worthy of protection.

b. Confidentiality Obligations. Except as otherwise expressly permitted in this Agreement, Independent Contractor shall not disclose or use in any manner, directly or indirectly, any Confidential Information either during the term of this Agreement or at any time thereafter, except as required to perform the Services or with Client's prior written consent.

c. Rights in Confidential Information. All Confidential Information disclosed to Independent Contractor by Client (i) is and shall remain the sole and exclusive property of Client, and (ii) is disclosed or permitted to be acquired by Independent Contractor solely in reliance on Independent Contractor's agreement to maintain the Confidential Information in confidence and not to use or disclose the Confidential Information to any other person. Except as expressly provided herein, this Agreement does not confer any right, license, ownership or other interest in or title to the Confidential Information to Independent Contractor.

d. Irreparable Harm. Independent Contractor acknowledges that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Client shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information. Client shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to, damages, both direct and consequential. In any action brought by Client under this Section, Client shall be entitled to recover its attorney's fees and costs from Independent Contractor.



6. Ownership of Work Product. The Parties agree that all work product, information or other materials created and developed by Independent Contractor in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the "Work Product") are the sole and exclusive property of Client. The Parties acknowledge that the Work Product shall, to the extent permitted by law, be considered a "work made for hire" within the definition of Section 101 of the Copyright Act of 1976, as amended, (the "Copyright Act") and that Client is deemed to be the author and is the owner of all copyright and all other rights therein. If the work product is not deemed to be a "work made for hire" under the Copyright Act, then Independent Contractor hereby assigns to Client all of Independent Contractor's rights, title and interest in and to the Work Product, including but not limited to all copyrights, publishing rights and rights to use, reproduce and otherwise exploit the Work Product in any and all formats, media, or all channels, whether now known or hereafter created.

7. Insurance. For the term of this Agreement, Independent Contractor shall obtain and maintain a policy of insurance, with appropriate and adequate coverage and limits, to cover any claims for bodily injury, property damage or other losses which might arise out of any negligent act or omission committed by Independent Contractor or Independent Contractor's employees or agents, if any, in connection with the performance of the Services under this Agreement.

8. Mutual Representations and Warranties. Both Client and Independent Contractor represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

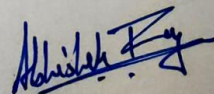
9. Independent Contractor Representation and Warranties. Independent Contractor represents and warrants that it has all the necessary licenses, permits and registrations, if any, required to perform the Services under this Agreement in accordance with applicable federal, state and local laws, rules and regulations and that it will perform the Services according to the Client's guidelines and specifications and with the standard of care prevailing in the industry.

10. Indemnification. The Independent Contractor shall indemnify and hold harmless Client from any damages, claims, liabilities, loss and expenses, including reasonable attorney's fees, arising out of any act or omission of Independent Contractor in performing the Services or the breach of any provision of this Agreement by Independent Contractor.

11. Governing Law. The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of Haryana, without regarding its conflicts of law provisions.

12. Disputes. All disputes, questions, differences, controversies, claims arising out or in relation to this Agreement or any matter, whether arises directly or indirectly including validity, interpretation and enforcement of this Agreement shall be settled by way of arbitration. For this purpose, both the parties shall nominate an arbitrator to decide and adjudicate all questions, claims, disputes, controversies and differences as mentioned above. The proceedings of arbitration shall be conducted in accordance with the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. The venue of arbitration shall be Gurgaon, Haryana.

Notwithstanding anything contained in this Agreement and subject to the aforesaid arbitration clause, it is mutually agreed that all the judicial proceedings in connection with or arising from this Agreement shall be filed



in the competent courts at Haryana only and in no other courts. The parties further agree that the exclusive jurisdiction of the courts at Bangalore shall not be objected to or challenged by either side on any ground whatsoever.

13. Assignment. The interests of Independent Contractor are personal to Independent Contractor and cannot be assigned, transferred or sold without the prior written consent of Client.

14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect the subject matter hereof, and supersedes all prior negotiations, understandings and agreements of the Parties.

15. Amendments. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both of the Parties.

16. Notices. Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.

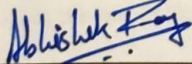
17. Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

18. Further Assurances. At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.

19. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

Client Signature



Independent Contractor Signature

For Globiva Services Private Limited

Ajay Kumar Singh

Client Full Name

ABHISHEK ROY

Independent Contractor Full Name

Annexure-A

1. Independent Contractor shall perform the services from his/her home. Independent Contractor agrees pursuant to the terms of this Agreement for providing Call center related Chat Support service, the broad scope of which includes:


- a. Resolving chats raised by the customers through their app which requires coordination between the pickup and delivery executives and restaurant.
- b. The customer may raise a ticket for the following reasons – order status, cancellation, delivery instruction, location issue etc.
- c. An inbound chat to provide support in the customer service activity by answering customers and making outcall to PDPs or restaurant related to their order
- d. Establish relationship and trust with customer / PDPs / restaurant by ensuring qualitative service
- e. The chat tool and dialer licenses for agents will be provided by Client.


Independent Contractor shall provide the login and perform the services as per timing schedule mentioned below.

Day	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday
Date	26-Dec-23	27-Dec-23	28-Dec-23	29-Dec-23	30-Dec-23	31-Dec-23	01-Jan-24
Login Hrs	9 hrs	9 hrs	9 hrs	9 hrs	9 hrs	9 hrs	9 hrs
(Ready time)	Rotational Shift						
Time intervals to login	Will be confirmed						

2. Client Shall pay total fee of INR 6000 inclusive of all taxes only if independent contractor provide total login of 54 hours with in shifts mentioned above.
3. Minimum net login hrs required in prescribed shift for associate payout eligibility 54 hrs, **31st Dec & 1st Jan Login Mandate for Payout.**
4. In the event, Independent Contract does not provide the complete login hours as mentioned above during the time intervals mentioned above on the respective date then no payment will be made to the Independent contractor.
5. Adhar card , Pand card and cancelled cheque of Independent contractor is mandatory.
6. In case of any changes or extension of services, same shall be communicated to independent contractor along with the compensation for the same.
7. Client is not liable for any other expense of whatsoever nature incurred by Independent contractor if any during performance of the services under this agreement.

Habishah Fy


भारत सरकार
Government of India



अभिषेक राय
Abhishek Roy
जन्म तिथि/DOB: 08/10/1997
पुरुष/ MALE

5709 2408 4967

मेरा आधार, मेरी पहचान


भारतीय विनिर्देशन प्राधिकरण
Unique Identification Authority of India

पता:
S/O: समीर कुमार राय, दुर्गा मंदिर के पास, को-ओपरेटिव
कालोनी, जामाडोबा, कालमेघा, धनबाद,
झारखण्ड - 828112

Address:
S/O: Samir Kumar Roy, Near Durga Mandir, Co-
Operative Colony, Jamadoba, Kalmegha,
Dhanbad,
Jharkhand - 828112

5709 2408 4967



 1047  pradga@uidai.gov.in  www.uidai.gov.in

Abhishek Roy

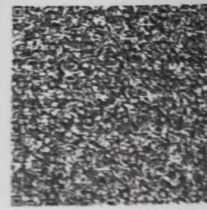
आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
EGFPR2426Q



नाम / Name

ABHISHEK ROY

पिता का नाम / Father's Name

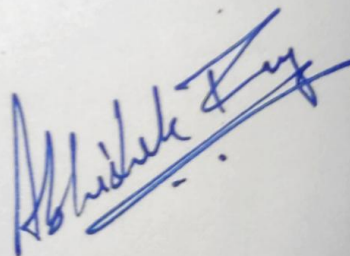
SAMIR KUMAR ROY

जन्म की तारीख / Date of Birth

06/10/1997


हस्ताक्षर / Signature

78033



सावधान



GEETA ROY

जिन्होंने देश में ही अथवा विदेश से मिलने वाले फर्जी प्रस्ताव/संदेश/एसएमएस, टिफरी विजेता, सस्ती फंड प्रस्ताव, नौकरी के प्रस्ताव, छात्रवृत्ति के प्रस्ताव, उत्तरवास के प्रस्ताव, विदेशी प्रतिष्ठित विश्वविद्यालयों में प्रवेश के प्रस्ताव और ऐसे ही अन्य के फर्जी प्रस्तावों से सावधान रहें।

WARNING

are of fictitious offers, messages/SMS about lottery winnings, p fund offers, employment offers, scholarship offers, offer of migration visas, offer of admission to reputed universities abroad and similar such offers from fraudsters either within the country or from abroad.

बैंक ऑफ इंडिया

Br. Name : JAMADABA
Br. Address : PR - 6/7. PITS AREA.. POST - BHAGA
JHARKHAND. BHAGA (DHANBAD). 828301
Br. Tel. : 2320010
Br. Email : Jamadoba.Dhanbad@bankofindia.co.in
IFSC Code : BKID0004779
MICR Code : 826013019
Customer Id : 174202220
Account No. : 477910110018434
Name : 1. ABHISHEK ROY
2. GEETA ROY

बैंक ऑफ इंडिया

Occupation : STUDENT
Address : S/O SANIR KUMAR ROY
CO-OPERATIVE COL NR DURGA MANDIR JA
DHANBAD 828112
JHARKHAND INDIA
Operational Inst: EITHER OR SURVIVOR ✓
Nomination : Not Read.
A/C Open Dt.: 21-09-2016
Scheme Desc: SAVINGS BANK GENERAL
Scheme Code: SB101
Sol. Charge Code: NO CONCESSTONS IN CHARGES

Bank of India

For your queries / enquiry

Toll free no. of our call center: 1800220229. 18001031906

Grievance Redress Officer. ZO:

Grievance Redress Officer. Branch: 2320010

This pass book is system generated and does not require any initials

Abhishek Roy