

This Freelance Agreement, hereinafter known as the “Agreement”, is created on the 07th day of **May** 2023 by and between, and is **Effective from Date 07/05/23**

1. PARTIES

Blue Pen a **partnership firm**, having its principal place of business at **Unit 5088, Panalal compound, Bhandup Industrial Estate, LBS marg, Bhandup West, Mumbai-400078**, acting through its partners **Vinit Rasik Savla and Kaushik Srinivasan Iyengar** (hereinafter referred to as the “Firm” which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include their successors in interest, legal representatives, nominees and permitted assigns), **OF THE ONE PART;**

And

Bhavya, Freelancer residing in/ office in **Mumbai**

Who will be collectively known as “**Parties**”.

WHEREAS Firm is in need of the service of Freelancer, Freelancer has the skills and is ready to perform such services to the Firm.

WHEREAS, Parties wish to set form Terms and Conditions in which such service will be provided.

Now, therefore, in consideration for the mutual promises and covenants set forth herein, the Parties agree as follows:

2. DESCRIPTION OF SERVICE (PURPOSE)

A. The Firm is a partnership firm that is engaged in the business of providing academic assistance to clients and is in need of the specific services provided by the Freelancer to this end. Services shall mean completion of the project or any other task assigned by the Firm.

B. **Any change in Purpose can be made by mutual agreement between parties which shall be attached to this agreement.**

3. DELIVERY

A. Time is of the essence:

With respect to the performance of the service. The Freelancer shall perform the services as mentioned in the Agreement to the Firm by the date notified by the Firm.

B. Delay

If Freelancer reasonably believes that they will be unable to meet the Delivery Schedule in whole or in part, Freelancer should immediately notify the Firm of the anticipated delay and take immediate corrective action to comply with the Delivery Schedule as provided in this Agreement or directed by the Firm.

C. Inspection and Acceptance

- i. The Firm, before acceptance, shall inspect any of the services performed by the Freelancer.
- ii. In the event the services performed are found to be not compliant to the guidelines/requirements issued at the time of undertaking assignment or any other obligations under this agreement, the Firm may require the Freelancer to make the required changes to such work delivered by the Freelancer.

D. Remedy

- i. In the event that the freelancer completely fails to deliver upon his agreed service, the firm shall have the option of denying pay to the freelancer, which may lead to blacklisting of the freelancer and denial of any such assignments in the future on the platform.
- ii. In the event that the freelancer fails to adequately perform corrections on work disapproved after inspection, the firm shall have the option of reducing the sum payable to the freelancer as originally agreed.
- iii. **Substitute Performance:** If the Freelancer delays or fails to perform the service within the agreed timeline, the Firm may have a third party perform all or any part of the Services which have not been performed by Freelancer in accordance with this Agreement and Freelancer cannot object against the same.

4. DUTIES/OBLIGATIONS

A. The freelancer shall not use, inscribe or identify the personal or professional details relating to themselves or the firm on any of the assignments submitted by them.

B. The freelancer shall give periodic updates every 24 hours on the progress of the assignment undertaken.

C. The freelancer shall comply with all such additional guidelines issued by the firm for each undertaken assignment.

5. WORK FOR HIRE:

A. The Service done by the Freelancer is considered as 'work for hire under the Copyright Act, 1957. The freelancer agrees that the work and intellectual property resulting from the service provided by the Freelancer to the Firm during the course of such engagement shall solely be owned by the firm including the right to sell, use, reproduce, modify, adapt, display, distribute, disclose, among others.

6. PAYMENT:

A. Freelancers will perform the Services at the price as agreed by the Parties for each project undertaken.

B. The Freelancer acknowledges that payment varies with each project

C. Payment shall be made by the Firm only after the delivery of the service by the Freelancer subject to conditions given in the agreement.

7. CONFIDENTIALITY AND NON- DISCLOSURE:

A. Confidential Information shall mean all matters handled/undertaken/assigned to Freelancer in and on behalf of the Firm and also, in respect of any and all information, data, files, applications, orders, representations, authorizations, records, correspondences, statistics, material, business strategies, contact lists, or documents whether in electronic form or otherwise relating to the Firm or its clients that Freelancer may have access to including the Intellectual Property of the Firm and its clients.

B. The Freelancers shall, during the term of this agreement and after termination, keep and hold all Confidential Information and Proprietary Information in strict confidence and trust. Freelancer agrees not to use or disclose any Confidential Information or Proprietary Information without the prior written consent of the Firm.

C. The Freelancer shall refrain from copying, reproducing, sharing any Confidential Information wholly or in part disclosed by the Firm to the Freelancer under the terms of this Agreement.

D. Freelancer may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent, it is legally permitted to do so, the said party shall immediately within 24 hours notify the Firm.

8. EXCLUSIONS

No obligation shall be imposed regarding confidential information if the Freelancer can demonstrate that the confidential information:

i) publicly known at the time of disclosure or subsequently becomes publicly known other than by breach on part of the Freelancer or its representatives; ii) discovered or created by the Freelancer before disclosure by Firm; iii) learned by the Freelancer through legitimate means other than from the Firm or Firm's representatives; iv) is disclosed by Freelancer with the Firm's prior written approval.

9. RESTRICTIVE COVENANT & NON-SOLICITATION:

A. The Freelancer hereby irrevocably agrees not to circumvent, disclose confidential information, bypass, or obviate Firm directly or indirectly.

B. During the course of engagement with the firm, the Freelancer shall not directly or indirectly solicit, nor independently accept any business related to the Firm from sources nor their affiliates, agents, representatives, clients, customers, and associates that are made available by the Firm at any time nor in any manner without prior express written permission of the Firm.

C. The Freelancer shall not disclose any names, addresses, telephone, fax numbers, or email of any contact revealed by Firm to third parties, and the Freelancer herein recognizes that such contacts to be exclusive and valuable contact of the Firm and that they will not enter into any direct or indirect negotiations or transactions with such contacts revealed by the Firm.

D. The Freelancer for a period of one (1) year after the termination of the engagement herein shall not directly or indirectly: (a) solicit or accept any business related to the Firm's from a person, firm, or corporation that is a client of the Firm during the time that Freelancer was engaged by the Firm; (b) solicit or accept any business from any person, firm or corporation that is a prospective client of the Firm and with whom the Freelancer have/has had any dealings on the Firm's behalf during the term of engagement i.e. tenure of this Agreement; (d) solicit, induce, entice or attempt to solicit, induce or entice any employee of, or anyone working as an independent contractor for the Firm to terminate his or her employment at the firm.

10. TERMINATION

A. Right To Terminate By Firm:

i. Termination of Convenience: Notwithstanding anything to the contrary contained in this Agreement, the Firm may, at any time, terminate this Agreement, in whole or in part, with or without cause, without liability or obligation, for unperformed Services, upon 15 business days prior written notice.

ii. Termination for a cause: Notwithstanding anything mentioned in this Agreement, the Firm may

terminate this agreement with Freelancer, with immediate effect by notice in writing (with reduced payment or without payment) in the event of a material breach of the terms and conditions by Freelancer herein, non-performance, misconduct, breach of the Firm Policy or upon conducting in a manner which is regarded by the Firm as prejudicial to its own interests or to the interests of its clients.

The Firm reserves the right to terminate services as part of disciplinary action and on the grounds including and not limited to Non-cooperation & loss of interest in assignments, Absenteeism, Irregularity, Non-punctuality, Engaging in Criminal Activities, Non-adherence to the terms of this agreement, etc. besides material violation of any other clause.

B. Termination by Freelancer: Termination by Freelancer shall be subject to the satisfactory completion of all existing duties, obligations, and projects by Freelancer provided any intention of termination by Freelancer should be informed to Firm via notice 15 Business days prior.

C. Effect of Termination:

i. Upon termination, the Freelancer will inform the Firm of the status of any Service, in progress or completed, by the Freelancer. The Firm may require the Freelancer to deliver to the Firm any completed services and the Firm will pay the agreed-upon price for those services.

ii. The Firm shall not withhold any agreed-upon payment for the completed Services provided and accepted before the end of the Agreement. iii. Termination or expiration of this Agreement shall not relieve the Freelancer of its obligations hereunder to maintain in confidence and not to use the Confidential Information received hereunder. Clause 6 & 7 on the responsibility to maintain the confidentiality, clause 8 on Restrictive covenants and 14 on the Indemnity, and damages if any therein shall survive determination of this Agreement.

D. Continued Performance: To the extent that any portion of this Agreement or any SOW (Statement of Work) is not terminated for convenience or cause, Freelancer will continue performing that portion.

11. REMEDY

A. Breach of Confidentiality and Restrictive Covenants: Any unauthorized use or disclosure of Confidential Information or violation of the Restrictive Covenants shall constitute a material breach of this Agreement and will cause irreparable harm and loss to the Firm for which monetary damages may be an insufficient remedy. Therefore, in addition to any other remedy available, the Firm will be entitled to all available civil remedies, including:

i. Temporary and permanent injunctive relief, restraining Freelancer or other legal entity acting in concert with Freelancer from any actual or threatened unauthorized disclosure or use of Confidential Information and

ii. Temporary and permanent injunctive relief restraining the Freelancer from violating, directly or indirectly, the restrictions of the Restrictive Covenant in any capacity identified in Clause 8, supra, and

restricting third parties from aiding and abetting any violations of the Restrictive Covenant; and

iii. Compensatory damages, including actual loss from misappropriation and unjust enrichment, and any and all legal fees, including without limitation, all attorneys' fees, court costs, and any other related fees and/or costs incurred by the Firm in enforcing this Agreement.

B. Non Performance of Agreement: If Freelancer fails to perform services or deliver Deliverables or before the term given under this agreement or any other date fixed by the parties to the reasonable satisfaction of Firm, Firm may, by written notice to Freelancer, terminate all its obligations hereunder and that Firm shall be entitled to equitable relief, including an injunction.

12. BLACKLISTING

The Firm has the discretion to Blacklist the Freelancer for violation of any of the clauses as given in the agreement. Blacklisting shall mean the Firm shall refrain from any future association with the freelancer.

13. DATA PRIVACY

As a part of Freelancer's background check, as well as during the course of the service with the Firm, The Firm may collect personal information, including but not limited to, the bank details, and such other personal data or information of the Freelancer as it may deem necessary for the purposes of the service provided. This will be treated as Confidential Information of a Freelancer and collecting, using, processing, storing, disposing off, and transferring such information shall only be related to the Freelance Agreement.

14. DISPUTES

A. The Parties shall use their best endeavors to settle amicably amongst themselves any and all disputes arising out of or in connection with this Agreement or the interpretation thereof. However, if not resolved by amicable settlement within 30 (thirty) days from the Dispute, the dispute shall be finally and conclusively determined by arbitration with a sole arbitrator appointed jointly by the Parties, in accordance with the Arbitration and Conciliation Act, 1996, for the time being in force.

B. The arbitration shall be conducted in English, and the seat and venue for arbitration shall be Mumbai. Further, all other disputes arising out of or in connection with any of the matters set out in this Agreement, shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

C. The costs of the arbitration proceedings shall be borne equally by the Parties. However, each Party

shall bear its own expenses in prosecuting or defending its claim. The arbitrator may impose costs in the event of a claim by a Party being frivolous, substantially, or without merit to reimburse the cost of the other party.

15. INDEMNITY

The firm would not be responsible for any legal action arising out of the work done by the freelancer. In the event that, the firm incur cost or damages arising out of legal action to the firm as a result of the freelancer's work, the freelancer shall indemnify the work.

16. MISCELLANEOUS

A. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Maharashtra.

B. Independent Party: Nothing contained or implied under this Agreement makes one party agent or legal representative of the other party for any purpose nor does it create any joint venture or partnership between the parties.

C. Precedence of this Contract: The rights and obligations provided by this Agreement shall take precedence over specific legends or statements associated with Confidential Information when received. And this Agreement takes precedence over all other earlier understandings and those in the near future between the parties hereto.

D. Severability: If any provisions of this agreement is or is held invalid or unenforceable the remainder of this agreement shall nevertheless remain in full force and effect in all other circumstances.

E. No Waiver: Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

F. Counterparts: This Agreement may be executed in any number of counterparts, by original or facsimile signature, each of which shall be deemed to be an original and all counterparts taken together will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS TO THIS AGREEMENT THROUGH THEIR RESPECTIVE REPRESENTATIVES ON THE DAY, MONTH AND YEAR MENTIONED HEREINABOVE.

A handwritten signature in black ink, reading "Kaushik" in a cursive style, underlined with a horizontal line and three dots below it.

Kaushik Iyengar
Co-founder

Bhavya