

Contractor Agreement

Welcome to the online platform (“***Gigmos’ Platform***”). The terms of service (“***Agreement***”) stipulated hereunder shall govern Gigworker’s access to and the use of Gigmos’ Platform, website, e-mail, mobile/tablet applications and any other modes of interaction with Gigmos through the Gigmos’ Platform. By accessing or using the Gigmos’ Platform, Gigworker agrees to these terms which conclude a legally binding Agreement with Gigmo Solutions Pvt. Ltd, a company registered under Companies Act 2013 and registered office at Ground For, 20/1, Shalom Home, 9th Cross, Shiv Shakti Nagar, RBI Layout main road, JP Nagar, Bangalore 560078. It is required by Gigworker to review the following terms as it constitutes a legally binding Agreement between Gigworker and Gigmos. If Gigworker does not agree to be bound by the terms, Gigworker shall cease to access and/or use Gigmos’ Platform. Gigmos reserves the right to change or otherwise modify these terms and Gigworker continued access signifies acceptance to the updated or modified terms. Gigworker shall periodically return to Gigmos Platform to review the most current or novated version of the terms. Additional terms (if any) shall be made available with the relevant service and those additional terms shall form an integral part of this Agreement between Gigmos and Gigworker.

Each of Gigmos and Gigworker is sometimes referred to individually herein as a “***Party***” and collectively as the “***Parties***”.

WHEREAS:

1. Gigmos has developed an online platform by the name of (the “***Gigmos’ Platform***”) which a person can join and avail the opportunity of providing customer support services and ancillary services to Gigmos’ Clients all over the world.

2. Gigmos is seeking independent contractors to join its Platform and provide customer support and other Services on behalf of Client to the End-user.
3. The Gigworker after satisfying itself with the nature of the Services is desirous of associating with Gigmos for the purpose laid down herein;
4. Based on the representations and warranties made by the Gigworker regarding its suitability and eligibility for performing the Services and associating with Gigmos/Client, Gigmos is willing to associated with the Gigworker for the purpose and on the terms and conditions contained herein;
5. Pursuant to due discussions and deliberations by and between themselves, the Parties hereto have shown the intention to co-operate with each other by effecting and executing this Agreement on the terms and conditions mutually agreed upon which they were desirous of reducing into writing, being, in fact, these presents;

NOW THIS INSTRUMENT WITNESSETH AND IN CONSIDERATION of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Agreement witnesseth and it is hereby mutually agreed, declared, confirmed and recorded by and between the parties hereto as follows:

INTERPRETATION:

In this Agreement unless the context otherwise requires:

- a) the singular includes the plural and vice versa;
- b) headings and the use of bold typeface shall be ignored in its construction;
- c) a reference to a Section/clause, or Schedule is, unless indicated to the contrary, a reference to a section/clause in, or schedule to, this Agreement;
- d) references to this Agreement shall be construed as references also to any separate or independent stipulation or agreement contained in it;

- e) the words “other”, “or otherwise” and “whatsoever” shall not be construed ejusdem generis or as any limitation upon the generality of any preceding words or matters specifically referred to;
- f) references to the word “includes” or “including” are to be construed without limitation;
- g) references to a Party to this Agreement or a person shall include their respective successors, assignees or transferees (to the extent assignment or transfer is permitted under the relevant agreement);
- h) all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;
- i) the words "herein", "hereto" and "hereunder" refer to this Agreement as a whole and not to the particular section in which such word may be used;
- j) words importing a particular gender shall include all gender.

1. DEFINITIONS:

- 1.1. “**Agreement**” shall mean and include this Contractor Agreement and shall include the recitals and/or schedules attached hereto, and the contracts, certificates, disclosures, forms, filings and other documents to be executed and delivered pursuant hereto, if any and any amendments made to this Agreement by the Parties in writing.
- 1.2. “**Applicable Laws**” means and includes any pertinent law, rule, regulation, ordinance, order, treaty, judgment, decree, injunction, judicial precedent, permit, grant or decision of the central government, the relevant state government, court or other legislative body in India as well as in States wherein Client/ Gigworker/ End-user is located and which have jurisdiction over or otherwise govern these presents, as may be in force from time to time.

- 1.3. **“Confidential Information”** means and includes but not limited to (i) trade secrets, (ii) customer service protocol exclusively developed by the Client, (iii) End-user personally identifiable and other information, (iv) personnel or employee details, (v) proprietary information including, but not limited to, ideas, techniques, know-how, business plans, data, processes, source code, techniques, inventions, discoveries, patterns, mailing lists, and devices processes, and formulae related to the current, future and proposed services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, financial information, procurement requirements, customer lists, investors, business and contractual relationships, business forecasts, sales, marketing plans and information the disclosing party provides regarding third parties. Confidential Information will not include information that the Receiving Party can reasonably demonstrate (a) was rightfully known by its prior to the date of this Agreement it was disclosed by the Disclosing Party; (b) is lawfully disclosed to the Receiving Party or its Affiliates by a third party rightfully in possession of such information without breach of any obligation of confidentiality owing to Disclosing Party; (c) becomes generally known to the public through no act or omission on the part of the Receiving Party or its affiliate. All Confidential Information shall remain the sole property of the disclosing party, and the receiving party shall have no interest in or rights with respect thereto except as expressly set forth in this Agreement.
- 1.4. **“Client”** shall mean any legal entity to which Gigmos shall provide with Gigworker, who will address End-user queries/issues raised and mitigate it as per the established customer service protocol of Client.

- 1.5. *“Client’s Platform” shall mean and include an online facility/any location designated by the Client (which also includes Client’s office) from which the Gigworker shall provide Services to the Client or End-user as applicable.*
- 1.6. *“End-user” shall mean the customers of the Client to whom the Gigworkers shall be providing the Services.*
- 1.7. *“Force Majeure” means and includes any Vis Major (acts of God) and also any circumstance which is beyond the reasonable control of the Parties hereto, including without limitation to earthquake, hurricane, tornado, flooding, or other natural disaster, acts of public enemy, war, accident, fire, strikes, lock-outs, labor troubles, riots, sabotage, embargo, action of foreign enemies, terrorist activities, power cuts, problems in internet connectivity, inability to access energy, casualty, damage to/delay in delivery of products due to heavy rainfall/moisture, war (whether or not declared), pandemic attack, governmental laws, sanctions, regulations, orders, unavailability of raw material, or seizure.*
- 1.8. *“Gigworker” shall mean an individual associated with Gigmos for the purpose of providing requisite services to Client/End users.*
- 1.9. *“Intellectual Property” mean and includes any confidential information, art work, know how, records, procedures, brands, trademarks, copyright, computer programs, circuit lay-outs, patents, designs, processes, business names or other intellectual property related to the Product in any manner (in each case whether or not registered.*
- 1.10. *“Intellectual Property Rights” means and includes:*
- 1.10.1. *all rights, powers and privileges conferred by, or arising under, any laws relating to copyright, patents, registered and*

unregistered trademarks, registered designs, trade secrets, know-how, or confidential information; and

1.10.2. all other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organization of 1967;

1.10.3. all other intellectual property as defined in Article 2 of the Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS).

1.11. “Person” shall mean and include any individual, partnership firm, limited liability partnership, company, sole proprietorship, body or association of person or any other body corporate whether incorporated or not.

1.12. “Services” shall mean the customer support and other service that are to be provided by the Gigworker to the Client/End User and shall include but not be limited to the services that shall be communicated to the Gigworker by Gigmos, by written means on a case to case basis.

1.13. “Term” shall mean the period of subsistence of this Agreement.

1.14. “Third Party” shall mean any individual or entity who is not a party to this Agreement.

1.15. “Working hour” shall mean the number of hours in which Gigworker shall provide Services under this Agreement which shall be communicated by Gigmos to the Gigworker in writing on a case to case basis.

2. SCOPE

Subject to the terms of this Agreement, Gigmos hereby contracts with Gigworker on a non-exclusive and non-transferable basis to provide the Services on behalf Client/s to its End-user.

3. RELATIONSHIP OF PARTIES

- 3.1. Gigmos and Gigworker shall at all times be independent parties. Nothing in this Agreement shall be construed to establish a relationship of employer-employee, principal-agent, joint venture or partnership between the Parties.
- 3.2. Gigworker by virtue of relation created under this Agreement shall not claim, from Gigmos and/or the Client and/or the End-user, any right under Payment of Gratuity Act, 1972 or Payment of Bonus Act, 1965 or Equal Remuneration Act, 1970 or any other statute, entitled to be claimed by employee/labourers.
- 3.3. Gigworker accepts and acknowledges that Gigmos is merely a platform that facilitates the Gigworker to connect with prospective Clients to provide its Services. Gigmos is not liable for any loss, damage or harm suffered by the Gigworker in providing its Services to the Clients/End-user.

4. REQUIREMENTS BY GIGWORKER

- 4.1. Gigmos may require Gigworker to have certain infrastructure available with it including but not limited to desktop/laptop, good and fast internet connectivity, a mobile phone network connection and any other such requirement that Gigmos may specify to the Gigworker from time to time.
- 4.2. Gigmos may require the Gigworker to provide photographic or other evidence of such infrastructural availability with the Gigworker prior to or at any time during the association of the Gigworker with Gigmos and the Gigworker agrees that it shall at all times with such requirement of Gigmos.

5. TERM

The Term of association of the Gigworker with Gigmos shall be decided by Gigmos itself on the case to case basis and Gigworker shall be bound by the same.

6. SERVICES

The detailed description of the Services to be provided by the Gigworker to the Client/End-user shall be stipulated by Gigmos via written means on a case to case basis. The Gigworker understands that the list of Services as aforementioned, to be provided by the Gigworker is not an exhaustive list and is subject to be modified/ added to/ deleted from/ changed by Gigmos/Client/End-user at any time, and shall be binding upon the Gigworker.

7. TRAINING AND TEST

- 7.1. Basic Test: Gigmos has the right to conduct online/offline test/s, interviews and other selection processes prior to and/or at any time after the Effective Date of this Agreement. Passing of such online/offline tests, interviews and other selection processes may be mandatory and may be set as a pre-requisite by Gigmos/Client/End-user for the eligibility of a Gigworker for any Services. Gigmos shall have the sole discretion to determine what amounts to passing of the online/offline tests, interviews and other selection processes, and such determination by Gigmos shall be final and binding.
- 7.2. Additional requirements: Gigmos reserves the right to lay down any additional criteria including but not limited to tests and trainings which may be determined by Gigmos in its sole discretion, on the basis of the requirement put forth by the Client/End-user before and/or during the Term of this Agreement. The Gigworker accepts and agrees to adhere to such additional requirements.
- 7.3. Training: Subject to the terms of the Agreement, Gigworker shall have the discretion to undergo a training programme. The venue of training shall be determined by Gigmos and the same shall be communicated to the Gigworker. Gigworker understands and agrees that if Gigworker decides to undergo the training programme, the

cost incurred for the foregoing shall be borne solely by the Gigworker and that Gigmos shall have no responsibility whatsoever in relation to the same.

8. VERIFICATION OF GIGWORKERS

- 8.1. Gigworker understands that Gigmos shall carry out the verification process to validate the identity of the Gigworker based on aadhaar details of the Gigworker or on the basis of any other identification documents as required by Gigmos from the Client from time to time.
- 8.2. The Gigworker further understands that Gigmos may associate with a Third party in order to conduct a background verification of the Gigworker and the Gigworker agrees to cooperate with Gigmos and the Third Party for such background verification process.
- 8.3. The Gigworker acknowledges that Gigmos shall collect certain information from the Gigworker, including but not limited to the Gigworker's name, address and any other details that Gigmos deems necessary to efficiently conduct the background verification process of the Gigworker and the Gigworker understands that Gigmos shall use such information solely for the purpose of the background verification and for no other purpose whatsoever. The Gigworkers agrees not to make any claim against/hold Gigmos liable for any loss/damage/inconvenience suffered to/by the Gigworker in relation to the misuse of such information by any Third Party.

9. PAYMENT

- 9.1. Gigmos shall make payment to the Gigworker on case to case basis, the details of which shall be communicated by Gigmos to the Gigworker.
- 9.2. The Gigworker understands that Gigmos reserves the right to either decrease or increase the payment of the Gigworker at any time by

giving a prior notice to the Gigworker based on the performance of the Gigworker or for any other reason as Gigmos deems fit.

10. TAXES

The Parties shall be responsible for the payment of the respective taxes that they are liable to pay in accordance with their earnings, roles and responsibilities under this Agreement.

11. WORKPLACE

11.1. Gigworker shall provide the Services to Client/End-user either remotely through Gigmos' Platform or directly through the Client's Platform, as shall be decided and required by Gigmos and/or the Client.

11.2. The Gigworker understands and accepts that the location of the performance/provision of the Services is subject to change by Gigmos as well as the Client, in their discretion and the Gigworker agrees to adhere to such change, if any.

12. EXCLUSIVITY

The Gigworker understands that Gigmos has the right to contract with multiple Gigworkers in any location and for any Client/End-user, as Gigmos deems fit.

13. REPRESENTATION AND WARRANTIES

13.1. Mutual Covenants by the Parties

- a) The Parties have the requisite legal authority and capacity to enter into this Agreement.*
- b) Neither Party is under any restriction or obligation that could reasonably affect the Party's performance of its obligations under this Agreement.*
- c) Neither Party's execution nor performance of this Agreement or any obligations hereunder will breach or result in a default under*

any Applicable Law, its own bylaws or any Agreement with a Third Party.

- d) Neither Party has pending, threatened or foreseeable proceedings related to that party's bankruptcy, insolvency, liquidation, dissolution or winding up.
- e) All representations and warranties under this Agreement are true and correct in all material respects.

13.2. Covenants by Gigworker

- a) Gigworker shall adhere to the quality standards, regulations, policies, rules, code of conduct and all other policies of Gigmos and the Client in all its dealings with Gigmos, the Client, its staff members/employees, its representatives and the End-users, and shall use its best efforts to provide the Services to the Client/End User.
- b) Gigworker shall not misuse or cause to be misused the Confidential Information, the brand name, the trademark or other Intellectual Property of Gigmos and the Client and/or any other information that have been provided by the End-user, the Client and/or Gigmos.
- c) Gigworker shall strictly adhere to the terms and conditions as provided in this Agreement. Gigworker understands that Gigmos reserves the right at any time, to terminate this Agreement in case of non-adherence of any of the terms of this Agreement by the Gigworker.
- d) Gigworker understands and agrees that all documents, certificates and proofs of educational qualifications provided to Gigmos under this Agreement are true and correct, not fraudulent/tampered with in any manner. Gigworker further understands that any

misrepresentation/fraud by the Gigworker with respect to the aforementioned documents shall entitle Gigmos to avail appropriate remedies against the Gigworker.

- e) Gigworker accepts and warrants in holding all the Personally Identifiable Information and Confidential Information of the End-user, Client and Gigmos in trust and maintaining the secrecy of aforesaid information. Any failure by the Gigworker with regards the foregoing shall entitle Gigmos to avail appropriate legal remedies against the Gigworker.
- f) Gigworker accepts and acknowledges that Gigmos reserves the right to reject or cancel any candidate at anytime, for any reason whatsoever.
- g) Gigworker agrees and warrants that the Gigworker is not suffering from any health problem which shall/is likely to affect the Gigworker's performance under this Agreement.
- h) Gigworker warrants that Gigworker has no criminal record or any legal proceedings pending, threatened or foreseeable against Gigworker, which would affect that Gigworker's ability to complete its obligations under this Agreement. All declaration made by the Gigworker herein under this Agreement are true and correct.
- i) The Gigworker understands that the Gigworker shall have the right to accept or reject any assignment or Service to be provided by Gigworker to the Client or End-user during the Term of this Agreement.

14. NON-SOLICITATION

- 14.1. Gigmos values all data and information concerning its Clients, potential Clients, associates, staff members/ employees, officers, vendors, contractors and representatives as such information gives it an extra-edge over its competitors and all such information is highly

confidential in nature. By virtue of this Agreement, Gigworker may receive or may have access to identities and other information regarding the hereinabove mentioned Persons.

14.2. Gigworker shall not engage with or solicit in any manner during the Term of this Agreement and for a period of two (2) years after the termination/expiration of this Agreement, whether directly or indirectly any associates, employees/staff members, officers, contractors, vendors and representatives for its own benefit.

15. NON-CIRCUMVENTION

Gigworker hereby unconditionally and irrevocably agrees and warrants that at any time during and after the Term of this Agreement:

- a) other than performance of its Services, it shall not directly or indirectly contact or communicate with any Client or End-user or potential End-user or any potential Client regarding Gigmos, the Services, any competing services or any matter related to the transaction which is same as or similar to the transaction being carried out under this Agreement.
- b) it shall not bypass or circumvent Gigmos in course of this transaction or any other transaction to be entered into between Gigmos/Client/End-user and the Gigworker at any time after the execution of the Agreement.

16. NON- COMPETE

Gigworker agrees that during the Term of this Agreement and for a period of one (1) year from the date of termination of this Agreement, it shall not engage in any transaction/ business/ activities which are directly or indirectly competitive to, same as or similar to the business of Gigmos and the Client and the Services described/being performed under this Agreement.

17. CONFIDENTIAL INFORMATION

17.1. Duty of care:

For the purpose of this Agreement, during as well as after the Term of this Agreement, the Parties agree to keep the Confidential Information in trust and confidence and to not disclose the Confidential Information to any Third Parties without the prior written consent of the disclosing Party.

Without prejudice to the generality of the foregoing obligations, except as otherwise specifically provided for in this Agreement or otherwise agreed to in writing by the Parties, each Party shall:

- a) ensure that the Confidential Information disclosed to it, including all copies thereof, are protected against theft, loss, modification, and unauthorized disclosure or access;
- b) use, store and maintain the Confidential Information as confidential in the same manner as provided in this Agreement;
- c) not distribute, transmit, disassemble or utilize any part of the Confidential Information furnished by the disclosing Party in any manner, other than as expressly permitted under this Agreement.

Each Party agrees that it shall use a reasonable standard of care, but no less than the degree of care that it uses for the protection of its own confidential and proprietary information, to safeguard Confidential and Proprietary Information provided by the disclosing Party.

17.2. Disclosing Confidential Information if required to by law:

The Parties may disclose Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, the Party so required to make the authorized disclosure must seek the highest level of protection available and give the other Party prior notice (wherever possible) to provide a reasonable chance to seek a protective order or any other

appropriate remedy. In the event such a protective order or other remedy is not obtained, the Party so required to make the authorized disclosure shall furnish only that portion of the Confidential Information that is legally required.

18. DATA PRIVACY

18.1. By virtue of this Agreement, Gigworker shall receive certain personal information including but not limited to name, address, unique identity numbers and details such as Social Security Number, Permanent Account Number, Aadhaar Number and the like, e-mail, password, any other details of Client/ End-user in furtherance of the transaction envisaged herein under (hereinafter referred to as “**Personally Identifiable Information**”). All such Personally Identifiable Information shall be collected by the Gigworker only with the consent of the Client/End-user. Such consent shall be free from any coercion, fraud, undue influence or misrepresentation and the Gigworker shall clearly specify the nature of Personally Identifiable Information being collected, the purpose for which the Personally Identifiable Information is being collected and shall be used, the Persons to whom the information shall be disclosed and the security measures in place to safeguard the secrecy of such information.

18.2. All such Personally Identifiable Information collected, abstracted and stored directly or indirectly shall be identified, clearly marked and recorded as such by the Gigworker in all documentation. Such data provided by the Gigworker to Client shall be accurate, not be tampered with.

18.3. Gigworker shall at all times keep such Personally Identifiable Information private and follow the established data protection policies to guarantee the data collected from the Client/End-users with

his/her consent against the breach, theft, unauthorized use and the other perils likely to affect the security of such personal data.

18.4. Gigworker shall at all times adhere to the following while collecting and using data in regard to factors herein under:

- a) obtaining free consent as aforementioned prior to collection of Personally Identifiable Information;
- b) the pseudonymisation of Personally Identifiable Information;
- c) ensuring that Personally Identifiable Information is not made available to the public;
- d) escalating the matter to the Client if the End-user desires to change his/her Personally Identifiable Information and/or desires to withdraw consent from use of his/her Personally Identifiable Information;
- e) the non-disclosure and non-use of any data for which consent is not provided or for which consent had earlier been provided but has later been withdrawn by the End-user.

18.5. In case of breach of data, Gigworker shall take the following steps hereunder:

- a) Mitigate the effect/s of such breach.
- b) Inform Gigmos and/or the Client and describe solutions for affected End-user.
- c) Find ways to prevent such issues in future.
- d) Maintain a document regarding any breach in relation to the facts relating to such breach which shall be verified by the supervising authority from time to time.

18.6. Gigworker shall at all-time act in compliance with the data privacy laws pertinent to where Client/End-user is so located.

18.7. The obligations under this clause shall be construed as material obligations under this Agreement.

19. INTELLECTUAL PROPERTY

- 19.1. Gigworker agrees that Gigmos and the Client own their respective legal rights, titles and interests in the Client's Platform, Gigmos' platform, the Service, their trademarks, brand names, logos, contents and all their other Intellectual Property which exist or may come into existence at any time during the Term or after that (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
- 19.2. Gigworker shall not, at any time, during the Term or thereafter, represent that he/she is the owner of/has any claim/interest/title in the Intellectual Property of Gigmos and/or the Client. The Intellectual Property shall not be re-branded or replicated or reverse engineered or copied or sold by the Gigworker.

20. INDEMNIFICATION

- 20.1. Gigworker shall defend, indemnify and hold Gigmos harmless from and against all claims (including without limitation claims from the Client, the End-user and all other Third Party claims), actions, suits, demands, damage, obligations, settlements, judgments, product/service liability claims and all costs, charges, expenses, losses and damages (including without limitation reasonable attorneys' and other professional advisors' fees, costs and expenses) incurred or suffered or caused to or sustained by it by reason of:
- a) any breach, non-observance, non-performance of any of the terms and conditions of this Agreement by the Gigworker;
 - b) any claims by government regulators or agencies for penalties or sanctions or other remedies arising from or in connection with Gigworker's failure to comply with its regulatory/legal requirements and compliances;

- c) any claims occurring on account of misconduct, negligence, illegal/wrongful acts of omission or commission, misuse/loss/breach of Confidential Information/ Personally Identifiable Information or failure to follow the established regulations and procedures of the Client/ Gigmos/ End-user by the Gigworker.
- d) Any claim arising from any damage or loss caused to Gigmos/ Client/ End-user/ Third Party in connection with Gigworker's failure to provide adequate Services in time or for causing willful delay.

20.2. The obligations under this clause are material obligations under this Agreement.

21. LIMITATION OF LIABILITY

21.1. Notwithstanding anything herein contained, in no event shall Gigmos be liable to the Gigworker for any special, punitive, incidental, indirect or consequential damages, including but not limited to any loss of profits, revenue, business, goodwill or data of any kind in connection with this Agreement, whether under contract, tort, or otherwise, even if Gigmos has been informed in advance of the possibility of such damages.

21.2. The Gigworker solely and not Gigmos shall be liable for any loss, injury, claim, liability, or damage of any kind sustained by Client and/or End-user by virtue of the transaction contemplated herein under.

21.3. The Gigworker solely and not Gigmos shall be liable for any loss, injury, claim, liability, or damage of any kind arising from:

- a) Any act or omission on part of Gigworker
- b) Any delay or failure in performance by the Gigworker

- c) Any breach/loss/misuse of Confidential Information/ Personally Identifiable Information/ Intellectual Property/ other data provided/entrusted to the Gigworker
- d) Any non-adherence to established customer service protocol and other regulations of Client by Gigworker.

22. DISCLAIMER

Gigmos disclaims all warranties, whether express or implied, including without limitation implied warranties of merchantability and any warranties that may be alleged to arise as a result of custom or trade usage or course of performance. Gigmos specifically disclaims any warranty a) regarding the amount of business/profit that may be generated by the Gigworker during the Term or b) regarding any economic or other benefit that the Gigworker may obtain by engaging with Gigmos for the purpose of this Agreement. Gigmos expressly disclaims any liability for any loss/injury/harm caused to the Gigworker or any Third Party due to such deduction or action taken/representation made in furtherance thereof by the Gigworker.

23. ASSIGNMENT

Neither this Agreement nor any rights under this Agreement shall be transferred/ assigned by the Gigworker without obtaining the prior written consent of Gigmos.

24. FORCE MAJEURE

24.1. Neither Party shall be responsible for any delay nor failure in performance of any part of this Agreement to the extent such delay or failure been caused by Force Majeure events beyond its control and without the fault or negligence of the Party claiming the non-performance under Force Majeure (“**Affected Party**”).

24.2. The Affected Party shall notify the other party (wherever possible in writing) its inability to perform this Agreement or any part hereof

within 2 days after the beginning of any such Force Majeure event that would affect its performance.

- 24.3. If non-performance by the Affected Party exceeds 7 days, then the other Party entitled to such performance shall have the option to terminate this Agreement by providing a notice in that regard.

25. TERMINATION

25.1. Termination for cause

On account of Gigworker breaching any provision of this Agreement or upon happening of any Event of Default, Gigmos shall have the right to terminate this Agreement by giving a written notice of 7 days to the Gigworker, which termination shall come into effect immediately on receipt of such notice.

25.2. Termination by expiry of the Term

Upon the expiry of the term of this Agreement, this Agreement shall be deemed to be automatically terminated without any further acts of the Parties, unless it is renewed for the same purpose by mutual consent of the Parties.

25.3. Termination for convenience

Gigmos may terminate this Agreement at any time for or without any reason by giving the Gigworker 7 days prior notice.

26. EFFECTS OF TERMINATION/EXPIRY

- 26.1. The Parties shall settle their financial accounts within 60 days from the date of termination/expiry of the Agreement.

- 26.2. Gigworker shall immediately cease to use Gigmos' Platform and/or the Client's Platform, as the case may be, to which it had been provided access to perform the Services under this Agreement.

- 26.3. Upon the expiration or the termination of this Agreement for any reason whatsoever, the Gigworker shall discontinue use of all markings,

trade secrets, Intellectual Property and any Confidential Information of the Client and Gigmos; and shall, at its own cost, return to the Client and Gigmos, any art work or any other Confidential Information, Personally Identifiable Information, other data and/or Intellectual Property and all copies thereof which are provided to or otherwise available with the Gigworker in pursuance of this Agreement. Where any of the aforementioned information/data/property is not transferable, then it shall be destroyed/ removed by the Gigworker and a certificate of the same shall be provided to Gigmos/Client as the case may be.

26.4. In an event of termination for breach committed by the Gigworker, the Gigworker shall have an obligation to compensate Gigmos by way of payment of damages equivalent to an amount as may be specified in demand notice by Gigmos.

27. EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default hereunder (whether such event is effected voluntarily or involuntarily or by operation of law or by government judgment, decree or order of any court or any order, rule or regulation of any governmental entity or otherwise):

- a) If either Party goes bankrupt or insolvent.
- b) If the Gigworker misuses Gigmos' / Client's/ End-user's brand name, goodwill ,Intellectual Property, Gigmos' Platform, Client's Platform, Confidential Information or any other data/property of Gigmos/Client/End-user;
- c) If the Gigworker fails to make payments, if any, to Gigmos on time;
- d) If Gigworker fails to comply with any of its obligations under this Agreement.
- e) If Gigworker engages in any illegal activity.

28. DISPUTE RESOLUTION

28.1. The Parties mutually agree that in case of any dispute, controversy or claim (hereinafter referred to as dispute) arising out of or relating to this Agreement, the parties shall first engage in a good faith negotiation to resolve the dispute.

28.2. In case the dispute is not settled within 15 days of such good faith negotiation, it shall be referred to arbitration.

28.3. In the event the Parties refer the dispute for arbitration:

- i. A sole arbitrator shall be appointed by the Parties with mutual consent. If there is a difference and lack of consensus on the nomination of a sole arbitrator, then each Party shall nominate its respective arbitrator, and such nominated arbitrators shall nominate a third arbitrator by mutual consent to form a three-member arbitral tribunal.
- ii. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and rules. The venue of such arbitration will be Bangalore, Maharashtra India and the language of the arbitration shall be English. The award of arbitrator shall be binding upon both Parties. The cost of the Arbitration will be borne by both the Parties equally.

29. HELP & SUPPORT

In case of any clarifications, help or support required by the Gigworkers regarding this Agreement, the Gigworker can contact Gigmos on the contact details provided hereunder:

To Gigmos

Name:

Address:

Email:

Contact number:

30. MISCELLANEOUS

30.1. Severability

If any provision of this Agreement is invalid by Applicable Law, this Agreement shall be considered divisible and the remainder of this Agreement shall be valid and binding.

30.2. Counterparts

This Agreement may be executed by the Parties hereto in separate counterparts, when so executed and delivered shall be original, but all such counterparts shall together constitute but one and the same instrument.

30.3. Waivers

No forbearance, indulgence or relaxation by any Party to require performance of this Agreement shall in any way affect or prejudice the right of such Party to require performance of the same and any waiver by any Party of any breach of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach, a waiver of any right under or arising out of this Agreement.

30.4. Modification

No modification, alteration or supplement to this Agreement shall be valid unless they shall have been agreed upon in writing by the Parties hereto.

30.5. Language

This Agreement is in the English language only, which language shall be controlling in all respects.

30.6. Annexure

All Annexures herein under shall form an integral part of this Agreement.

30.7. Survival of Obligations

Any provision or covenant of this Agreement, which expressly, or by its nature, imposes obligations beyond the expiration/termination of this Agreement, shall survive and continue after such expiration/termination. These include clauses like Confidential Information, non-solicitation, non-circumvention, non-compete and Intellectual Property.

30.8. Electronic Document

The parties agree that this Agreement in the electronic format or any document reproduced from that electronic format shall not be denied legal effect, validity or enforceability and shall meet any requirement to provide an original or hard copy.

30.9. Mutuality

This Agreement has been drafted and negotiated mutually by the Parties, all of which have been represented by legal counsel, and any ambiguity herein shall not be construed in favor of one Party over any other on the basis of which Party drafted all or any part of this Agreement.

31. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the Applicable Laws and regulations of India and the specific laws of the country/state/territorial division in which the Gigworker has been appointed/performs its Services and the Client and/or End-user is located, without regards to the principles of conflict of laws.

32. ENTIRE AGREEMENT

This Agreement constitute the entire understanding between the Parties with respect to transaction contemplated herein under and all prior oral agreement, negotiation, representation and statement, are hereby superseded and rendered null and void and of no further force or effect.

