



FREELANCE CONTRACT AGREEMENT

This Freelance Contract Agreement ("Agreement") is made and entered into on this 21st day of May, 2025, by and between:

Swakriti Lifestyle Private Limited, a company registered under the Companies Act, 2013, having its registered office at Hill View, SP11/75/2, Pananvila Road, Powdikonam, Trivandrum, Kerala, India, and CIN: **U47990KL2025PTC092291** (hereinafter referred to as the "Company"), and

Ajay C K, an independent contractor or entity with an address at Chakkum kulangara, Muttanur (po), Mangalam, Tirur, Malappuram, Kerala 676561

1. Scope of Work

The Freelancer agrees to develop and deliver a deployable solution for a Virtual Try-On solution for the Company. The solution must demonstrate the core functionality, including:

- Creating a digital twin of the user using body measurements, profile image and full body image.
- Able to accept outfit images via an API. Overlaying outfit images (front and side views) onto user images (face and full body).
- Generating a simulated 360-degree view of the user wearing the outfit.
- Automatically applying a default bottom wear when only a top is provided, and vice versa.

This solution should be extendable and scalable to build as a B2B product. Detailed input formats and technical expectations will be shared at the commencement of the contract. The Freelancer is expected to align the solution with these requirements and must be open to incorporating reasonable changes based on feedback during the contract period.

2. Duration of Engagement

The term of this engagement shall be for a period of **one month**, commencing from **May 23, 2025**, and ending on **June 22, 2025**. The term may be extended upon mutual agreement between both parties.

3. Work Arrangement

- The Freelancer shall work remotely from India and will be available for scheduled virtual meetings as required by the Company.
- Any on-site visits, if required, shall be discussed and mutually agreed upon.

4. Compensation

- The Freelancer shall be paid **INR 35,000 (Thirty Thousand Rupees) in total** for services rendered.
- Payments shall be released on completion of the milestone 1- 2D virtual Fitting , INR 15000 (Fifteen Thousand Rupees) and milestone 2- 360-degree spin visualisation, INR 20000 (Twenty Thousand Rupees), contingent upon the Freelancer completing all assigned deliverables in accordance with the mutually agreed timelines and quality standards

- Payments shall be made via **bank transfer** to the Freelancer's designated account.

5. Timelines and Milestones

- The Freelancer and the Company shall define specific timelines and milestones for deliverables.
- Any missed deliverables or failure to meet quality standards may result in an early termination of this Agreement at the Company's discretion.

6. Confidentiality

- The Freelancer agrees to maintain the **confidentiality** of all proprietary information, materials, and business strategies of the Company, both during and after the term of this Agreement.
- The Freelancer shall not disclose, share, or use any **Confidential Information**, including but not limited to:
 - Business strategies, product designs, or production details.
 - Any software, code, documentation, technical specifications, branding materials, or marketing plans.
 - Any proprietary data, trade secrets, or know-how.
- Confidentiality obligations shall **survive** for **Two (2) years** post-termination of this Agreement.

7. Intellectual Property Rights

- All **designs, patterns, branding materials, and creative assets** produced under this Agreement shall be the **exclusive property** of the Company.
- The Freelancer **waives any rights** to claim ownership of such materials.

8. Termination

- Either party may terminate this Agreement with a **15-day prior written notice**.
- In the event of termination, the Freelancer shall be compensated for the work completed up to the termination date.
- Failure to meet agreed timelines, milestones, or substandard quality of work may result in **early termination** at the Company's discretion.

9. Dispute Resolution

- Any disputes arising under this Agreement shall be resolved through **mutual discussion**.
- If unresolved, the dispute shall be subject to **arbitration under the laws of India**.

10. Governing Law

- This Agreement shall be governed by and construed in accordance with the **laws of India**.

- Any legal disputes shall be subject to the jurisdiction of the **courts in Trivandrum, Kerala.**

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings of any kind.

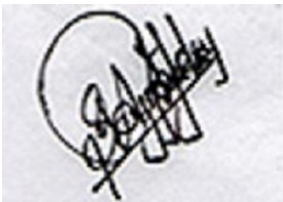
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

For **Swakriti Lifestyle Private Limited**

For **Ajay Ck**

Authorized Signatory

Freelancer Signature



Name: **Amala Mery Shyji**

Name: _____

Designation: **Co-Founder & Director**

Date: **22/05/2025**

Date: _____