**FREELANCE INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is made on this 22nd day of August, 2025.

**BETWEEN:**

**Creative Canvas Studios**, a partnership firm registered under the Indian Partnership Act, 1932, with its principal place of business at 3rd Floor, Art Plaza, 14th Road, Khar (West), Mumbai - 400052, India (hereinafter referred to as the “**Client**”),

**AND**

**Ms. Aisha Khan**, a freelance graphic designer, daughter of Mr. Irfan Khan, residing at B-Wing, 501, Silver Sands, Versova, Andheri (West), Mumbai - 400061, India, holding PAN: GHIJK5678L (hereinafter referred to as the “**Contractor**”).

1. SCOPE OF SERVICES

The Contractor agrees to provide graphic design services to the Client on a project basis. The specific services, deliverables, timelines, and fees for each project will be detailed in a separate Statement of Work (SOW), which, once signed by both parties, shall become a part of this Agreement. The first such SOW is attached as Exhibit A.

2. INDEPENDENT CONTRACTOR STATUS

The Contractor is an independent contractor, not an employee of the Client. This Agreement does not create a partnership or joint venture. The Contractor is not entitled to any employee benefits, such as health insurance, paid time off, or retirement plans. The Contractor is solely responsible for paying her own income taxes and other statutory dues on the payments received from the Client.

3. PAYMENT

a. The Client agrees to pay the Contractor the fees as specified in the relevant SOW for the services rendered.

b. Unless otherwise specified in an SOW, the Contractor shall submit an invoice upon completion of the project milestones.

c. The Client shall pay all undisputed invoices within 15 (fifteen) days of receipt.

d. All payments are subject to a deduction of tax at source (TDS) as per the applicable rates under the Income Tax Act, 1961.

4. INTELLECTUAL PROPERTY

Upon full and final payment for a specific project, the Contractor agrees to assign all rights, title, and interest in the final, delivered design work (the “Deliverables”) to the Client. The Contractor retains the right to use the Deliverables in her professional portfolio and for self-promotional purposes, after the work has been publicly released by the Client. The Contractor retains ownership of all preliminary sketches, drafts, and unused concepts.

5. CONFIDENTIALITY

The Contractor agrees not to disclose any of the Client’s or its clients' confidential business information, including project details, strategies, and client lists, to any third party, both during and after the term of this Agreement.

6. TERM AND TERMINATION

a. This Agreement shall commence on the date first written above and will continue on an ongoing basis until terminated by either party.

b. Either party may terminate this Agreement for any reason by providing seven (7) days' written notice to the other party.

c. In the event of termination, the Client shall pay the Contractor for all work completed up to the effective date of termination on a pro-rata basis.

7. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of India. Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the competent courts in Mumbai.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

CLIENT:

For Creative Canvas Studios

Name: Aditya Verma

Title: Partner

**CONTRACTOR:**

**Ms. Aisha Khan**

EXHIBIT A

STATEMENT OF WORK (SOW-001)

**Project Title:** Branding Package for "Nourish Foods"

**Services to be provided:**

1. Logo Design (3 initial concepts, 2 rounds of revisions on the chosen concept).
2. Business Card Design.
3. Letterhead Design.
4. Social Media Kit (Profile and cover images for Instagram & Facebook).

Deliverables:

Final design files in high-resolution formats (.ai, .eps, .pdf, .jpeg, .png).

Timeline:

Project to be completed within 15 business days from the project start date of September 1, 2025.

Total Fee:

A fixed fee of ₹75,000/- (Rupees Seventy-Five Thousand only), plus applicable GST.

* 50% advance payment (₹37,500/-) to be paid upon signing this SOW.
* 50% final payment (₹37,500/-) to be paid upon final delivery of all assets.