

YACHAY FILMS PRIVATE LIMITED

Flat 204 Shree Rajshree Vihar, D-Colony, Chittranjan Nagar, Vidhyavihar East, Mumbai 400077, Maharashtra, India

Email: hello@entermaya.com Contact: +91 98209 89170

WORK MADE FOR HIRE AGREEMENT

This Work Made For Hire Agreement, including Schedule "A" attached hereto and incorporated herein by this reference (the "Agreement"), dated as of 11 February, 2025, (the "Effective Date"), is by and between **YACHAY FILMS PRIVATE LIMITED, with it's registered address at Flat 204 Shree Rajshree Vihar, D-Colony, Chittranjan Nagar, Vidhyavihar East, Mumbai 400077, Maharashtra, India** with an email address of **hello@entermaya.com** (the "Company"), and the individual named below with a residence at the address and an email address set out below ("Contributor").

Company and Contributor agree as follows:

1. **Services**. Company hereby engages Contributor, and Contributor accepts such engagement, as an independent contractor to provide to Company the services described in **Schedule A** (the "Services") in connection with the audiovisual production described in **Schedule A** (the "Production") during the term set forth in **Schedule A** (the "Term"). The parties may amend **Schedule A** during the Term to revise the services or include additional services by mutual written agreement in accordance with this Agreement. Any extension of the Term requires the parties' mutual written agreement.

2. **Payment**. In full consideration of Contributor's timely performance of the Services and all rights granted to Company hereunder, and provided Contributor is not in breach of this Agreement, Company shall pay Contributor the amount set forth on **Schedule A** ("Fees") in accordance with the schedule set forth on **Schedule A**. Company's payment obligation is conditioned on Contributor's full performance of all of the Services and [material] obligations hereunder and Company's receipt of a fully executed copy of this Agreement. Contributor is solely responsible for Contributor's travel and other costs and expenses incurred in connection with performance of the Services, and in no event will Company reimburse Contributor for any such costs or expenses.

3. **Contributor Responsibilities**.

(a) Contributor shall perform all Services under this Agreement in a first-class professional manner, on a timely basis, and in accordance with both generally recognized [entertainment] industry standards for similar services and the criteria and specifications set forth in this Agreement, including without limitation as set forth in **Schedule A** and in the Agreement's terms and conditions. Contributor shall render the Services in accordance with [Company's instructions, including those involving artistic taste and judgment, and] the production requirements, schedule, and Term. Contributor acknowledges that time is of the essence with respect to performance of the Services and that prompt and timely performance of all Services, including satisfying all performance [and delivery] date requirements and other requirements set forth in this Agreement, including without limitation in **Schedule A**, is strictly required.

(b) Unless otherwise set forth in **Schedule A**, Contributor shall furnish, at Contributor's own expense, the equipment, supplies, and other materials used to perform the Services. [Company shall provide Contributor with access to its equipment to the extent necessary for the performance of the Services [as set forth in **Schedule A**]. [To the extent Contributor performs any Services on Company's premises or using Company's equipment, Contributor shall comply with all applicable policies of Company relating to business and office conduct, health and safety, and use of Company's facilities, supplies, information technology, equipment, networks, and other resources.]

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4. Company's Rights.

- a. Company is and will be the sole and exclusive owner in perpetuity throughout the universe of all right, title, and interest in and to the results and proceeds of the Services hereunder including any materials created or developed by Contributor pursuant to this Agreement (collectively, the "**Works**"), including without limitation all copyright and other intellectual property rights therein (including all extensions and renewals thereof, all reversion rights therein, and the right to register and sue to enforce such copyrights against alleged and actual infringers), all exploitation rights therein (including the right to exploit the Works, in perpetuity, throughout the universe, in any and all media and by any and all technologies and means of delivery whether now or hereafter known or devised), and all allied, ancillary, and subsidiary rights therein. In furtherance of the foregoing, Contributor agrees that the Works have been specially ordered or commissioned by Company for use as part of an audiovisual work, the Works are works made for hire for Company as defined in **Section 13 of the Indian Copyright Act, 1957**, and Company is and will be considered the sole and exclusive author of the Works for all purposes. To the extent the Works or any part thereof do not qualify as work made for hire, Contributor hereby irrevocably assigns, transfers, and otherwise conveys to Company throughout the universe, in perpetuity, all right, title, and interest in and to such Works, including all copyrights and other intellectual property rights therein (including all extensions and renewals thereof, all reversion rights therein, and the right to register and sue to enforce such copyrights against alleged and actual infringers), all exploitation rights therein (including the right to exploit the Works, in perpetuity, throughout the universe, in any and all media and by any and all technologies and means of delivery whether now or hereafter known or devised), and all allied, ancillary, and subsidiary rights therein.
- b. Without limiting the foregoing, Company's rights in the Works include the right to change, edit, adapt, and rearrange the Works, and subtract from, add to, and combine the Works with any other material, in whole or in part, as Company and its successors and assigns determine in their sole discretion. Contributor has no right to review or approve the Works or the Production before they are used by Company or at any other time. Contributor waives any and all claims Contributor may now or later have in any jurisdiction to so-called moral rights or droit moral with respect to such Works. Company has no obligation to use the Works, or to create, produce, distribute, exploit, advertise, or promote the Production, or to include the Works in the Production, or to exercise any rights granted herein.

5. Use of Contributor's Name, Likeness, and Information. Contributor hereby grants to Company and its affiliates, and their respective successors, licensees, and assigns, the perpetual, worldwide right to use Contributor's name and [approved] image, likeness, and biographical and professional information, including information Contributor provides to Company and any other information about Contributor that is publicly available, in connection with the Production and advertising and promotion of the Production in any and all media and by any and all technologies and means of delivery whether now or hereafter known or devised, without further consent from or any royalty, payment, or other compensation to Contributor. [Contributor has not given any money or anything else of value to Company or any of its

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employees, agents, or representatives, or anyone else associated with the Production, in exchange for engaging Contributor in connection with the Production or acknowledging Contributor or including Contributor's name or any matter in the Work.]

6. Credit.

- (a) The Company agrees to credit the Contributor in any credits or acknowledgements associated with the Production where such credits are customary, including but not limited to, credit lists, promotional materials, and official websites.
- (b) Portfolio Use: Following the public release of the Production, the Contributor is permitted to display the work created for this Production in the Contributor's professional portfolio. However, such display is subject to the following conditions:
- i. Company Permission: Prior to any public display, the Contributor must seek and obtain written permission from the Company, which shall not be unreasonably withheld.
 - ii. The Company reserves the right to request specific limitations on the display of the work to protect proprietary or confidential information.
 - iii. Non-Disclosure: Until the agreed time for portfolio display, the Contributor agrees to maintain confidentiality regarding the work and not to disclose any confidential information related to the Production's development or content.
- (c) This clause does not grant the Contributor any ownership rights over the work created, which shall remain the sole property of the Company. The Contributor's right to display the work is for portfolio and credit purposes only.

7. Force Majeure. Neither Company nor Contributor will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's [reasonable] control, including, without limitation, the following force majeure events ("**Force Majeure Events**"):

- (a) acts of God;
- (b) flood, fire, earthquake, [or] explosion[, or] [OTHER DISASTER];
- (c) epidemic or pandemic;
- (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest;
- (e) government order or law;
- (f) actions, embargoes, or blockades in effect on or after the date of this Agreement;
- (g) action by any governmental authority;
- (h) national or regional emergency;
- (i) strikes, labor stoppages or slowdowns, or other industrial disturbances;
- (j) shortage of adequate power or transportation facilities; and
- (k) other [similar] events beyond the impacted party's reasonable control.

The impacted party shall give written notice [within two days of the Force Majeure Event] to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Events are minimized. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. [If the impacted party's failure or delay remains uncured for a period of seven days following written notice given by it under this Section 7, [either party/the other party] may thereafter terminate this Agreement on two days' written notice.]

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8. Termination.

- (a) [Either party may terminate this Agreement without cause on two days' written notice to the other party. In the event of termination pursuant to this clause, Company shall pay Contributor on a pro-rata basis any Fees then due and payable for any Services completed up to the date of such termination.]
- (b) Either party may terminate this Agreement, effective immediately on written notice to the other party, if the other party [materially] breaches this Agreement[, and such breach is incapable of cure, or with respect to a [material] breach capable of cure, the other party does not cure such breach within two business days after receipt of written notice of such breach]
- (c) Upon any termination or expiration of this Agreement, Contributor shall [promptly/within 2 business days] after such termination, deliver to Company all deliverables under Schedule A (whether complete or incomplete) and any of Company's equipment or other materials in Contributor's possession.
- (d) Any rights or obligations of the parties set forth in this Agreement which, by their nature, should survive termination or expiration of this Agreement, including representations, warranties, and indemnification obligations, will survive any such termination or expiration.

9. Representations and Warranties. Contributor hereby represents and warrants that: (a) Contributor is at least 18 years of age and has the right and ability to enter into this Agreement, to perform all obligations hereunder, to grant the rights granted herein, and to participate in the Production to the full extent set forth herein; (b) Contributor's participation in the Production, the provision of Contributor's Services hereunder, the creation and delivery of the Works, and the use by Company (or its successors, licensees, assignees, designees, or affiliates) of the Works and rights granted hereunder, do not and will not[, to the best of Contributor's knowledge after exercising reasonable diligence,] defame or violate any right (including, without limitation, copyright, trademark, trade secret, or privacy or publicity rights) of, and do not and will not conflict with or violate any contract or agreement with or commitment made to, any person or entity; (c) no consent or authorization from, or payment to, any third party is required in connection with Contributor's provision of the Services hereunder or Company's exercise of its rights hereunder, and Contributor is not subject to any disability, obligation, or commitment, nor will Contributor accept any obligation or commitment, whether contractual or otherwise, that could interfere with Contributor's full compliance with and full performance under this Agreement; (d) no lien, claim, or encumbrance exists that may affect this Agreement or Company's distribution, exhibition, other exploitation, advertising, or promotion of the Works or the Production, in whole or in part, in any media or by any technologies or means of delivery now or hereafter known or devised, at any time or in any territory throughout the universe; (e) no material supplied or to be supplied by Contributor hereunder is subject to litigation or[, to the best of Contributor's knowledge after exercising reasonable diligence,] any claim; (f) the Works and any additional material Contributor furnishes hereunder are and will be wholly original with Contributor, are not and will not be copied, in whole or in part, or based upon any other work, and have not been and will not be exploited in any manner whatsoever, in any media or by any technologies or means of delivery now or hereafter known or devised, at any time or in any territory throughout the universe, other than by Company; and (g) Contributor shall perform all of Contributor's Services hereunder in compliance with all applicable federal, state, and local laws and regulations.

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Contributor acknowledges that Company is not a signatory to any guild, union, or other collective bargaining agreement and that this Agreement and Contributor's services are not subject to any such agreement.

10. Indemnification. Contributor shall indemnify, defend, and hold harmless Company and its affiliates, and its and their respective officers, directors, employees, agents, successors, and assigns, from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to: (a) bodily injury, death of any person, or damage to real or personal property resulting from Contributor's acts or omissions; or (b) any breach by Contributor of Contributor's representations, warranties, or other obligations hereunder.

11. Relationship of the Parties.

(a) Contributor is an independent contractor of Company, and this Agreement will not be construed to create any association, partnership, joint venture, employee, or agency relationship between Contributor and Company for any purpose. Contributor has no authority (and shall not hold Contributor out as having authority) to bind Company and shall not make any agreements or representations on Company's behalf without Company's prior written consent.

(b) Contributor is not eligible under this Agreement to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Company to its employees.

(c) Company is not responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Contributor's behalf. Contributor is solely responsible for, and shall indemnify Company against, all such taxes or contributions, including penalties and interest.

(d) Any persons employed or engaged by Contributor in connection with the performance of the Services must be Contributor's employees or contractors and Contributor shall be fully responsible for them and indemnify Company against any claims made by or on behalf of any such employee or contractor. Contributor shall require each such employee and contractor to execute written agreements securing for Company all rights granted to Company in this Agreement prior to such employee or contractor providing any services (including without limitation the Services) under this Agreement.

12. Miscellaneous.

(a) Contributor hereby waives Contributor's right to injunctive and other equitable relief in the event of a dispute with Company. Contributor has no right to rescind this Agreement or enjoin or interfere with Company's production, distribution, exploitation, advertising, or promotion of the Production.

(b) On Company's [reasonable] request[and expense], Contributor shall execute and deliver all documents and instruments of conveyance, and take all further actions, necessary [or desirable] to further evidence or effectuate Company's rights under this Agreement. In the event Company is unable, after reasonable effort, to obtain

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Contributor's signature on any such document or instrument, Contributor hereby irrevocably designates and appoints Company as Contributor's agent and attorney-in-fact, to act for and on Contributor's behalf solely to execute and file any such document or instrument and do all other lawfully permitted acts to further the registration, issuance, and protection of copyrights, other intellectual property, or other rights hereunder with the same legal force and effect as if Contributor had executed them. Contributor agrees that this power of attorney is coupled with an interest.

(c) No waiver by any party of any of the provisions hereof will be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) This Agreement is personal to Contributor. Contributor will not assign or otherwise transfer any of Contributor's rights, or delegate, subcontract, or otherwise transfer any of Contributor's obligations or performance, under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section is void. Company may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement. This Agreement is binding on and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(e) This Agreement and all matters arising out of [or relating to] this Agreement[, including tort and statutory claims,] are governed by the laws of Maharashtra, India, [(including [its statutes of limitations] [and] [APPLICABLE STATE CHOICE OF LAW STATUTES])], without giving effect to any conflict of laws provisions thereof [that would result in the application of the laws of a different jurisdiction]. Either party [shall/may] institute any legal suit, action, or proceeding arising out of [or relating to] this Agreement in the federal or state courts in each case located in Mumbai, Maharashtra, and each party irrevocably submits to the [exclusive] jurisdiction of such courts in any legal suit, action, or proceeding.

(f) This Agreement, including any exhibits and schedules incorporated herein by reference, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter. No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each party. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement nor invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Contributor shall not disclose this Agreement, in whole or in part, or any information about this Agreement or the Production without Company's prior written consent.

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(h) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Either party may sign or deliver this Agreement electronically, which form of execution or transmission will for all purposes be treated as if an original signature had been affixed or delivered in person.

[SIGNATURE PAGE FOLLOWS]

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

CONTRIBUTOR

Yachay Films Private Limited



Name: Shivam Gupta

Address: _____

Email: shivamgupta5354@gmail.com

Name: Zain Memon
Title: Founder

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SCHEDULE A

SERVICES

Production: Maya Universe Website Development

Description of Services: Contributor shall work as a Web Developer to complete the ARC Website work and provide all Services in a first-class, professional manner in accordance with generally recognized industry standards.

Scope of the Work: To ensure comprehensive backend development, the following services will be delivered:

1. NDA Management System

- Development of a secure system for NDA document upload, storage, and retrieval
- Implementation of access control and user authentication for NDA handling

2. E-Reader Functionality

- Development of a seamless reading progress tracking system
- Implementation of progress bar functionality for user engagement

3. User Interaction Features

- Development of a feedback form system with customizable fields
- Integration of form submissions with a database for efficient data management

4. System Integration

- Collaboration with frontend developer for seamless UI/UX integration
- Performance optimization

5. Maintenance and Support

- Regular bug fixes and system improvements based on user feedback
- Technical support during initial deployment and post-launch stabilization
- Continuous monitoring and resolution of backend issues to maintain system reliability

6. SEO Optimization

- Implementation of SEO best practices for improved search engine ranking
- Performance enhancements for faster page load times and better user experience

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Additional Terms:

1. All code will follow industry best practices for security, including encryption, secure authentication, and regular security audits.
2. Regular backups and data protection measures will be implemented.
3. Documentation will be provided for all backend systems.
4. Code will be properly commented and maintained in version control.

Payment: Rs. 22,000 total. 50% of the payment will be made in advance. The other 50% payment will be made upon completion and approval of deliverables.

Exclusivity: Non-exclusive first priority.

Term:

Engagement Dates: The term of this Agreement (the "**Term**") shall commence on 11th February, 2025, to be completed by 28th February, 2025. If the work is not completed within the stipulated timeframe, we shall not be liable for any additional charges related to the extension.

Location for Services: Remote.