

FREELANCE SERVICES, CONFIDENTIALITY & INTELLECTUAL PROPERTY AGREEMENT

This Freelance Services, Confidentiality & Intellectual Property Agreement (“**Agreement**”) is executed on this **2nd day of January, 2026** (“**Effective Date**”).

1. PARTIES

Client (Disclosing Party)

Mr. Pranay V Jain

Founder & Sole Owner of **VERZZ**

(a startup currently under development and proposed to be incorporated as **VERZZ Private Limited** or any successor entity)

(hereinafter referred to as the “**Client**” or “**Disclosing Party**”)

Service Provider (Receiving Party)

Mr. Nitheesh Karthikeyan and Mr. S. R. Mythrean

Web Developer / Web Designer

(hereinafter referred to as the “**Service Provider**” or “**Recipient**”)

Where the Service Provider consists of more than one individual, all obligations under this Agreement shall apply jointly and severally.

The Client and the Service Provider are collectively referred to as the “**Parties**”.

2. SCOPE & PURPOSE OF SERVICES

The Service Provider shall provide freelance web development services, including:

- Website design and layout
- UI/UX implementation
- Technical structuring of a public-facing website
- Presentation and integration of content provided by the Client

The website is intended for public access, including prospective investors and stakeholders.

Any services beyond this scope shall require a separate written agreement.

3. NATURE OF INFORMATION DISCLOSURE

The Parties expressly acknowledge that the Service Provider’s role is limited to the design and development of a public-facing website based on information that is intended for public disclosure upon launch or publication.

Accordingly the Client is not required to disclose and the Service Provider shall not request or rely upon any internal trade secrets, proprietary algorithms, manufacturing processes, system internals, or long-term confidential business strategies that are not reasonably necessary for the creation of public-facing materials.

Confidentiality obligations under this Agreement apply only to such information for so long as it remains non-public.

4. CONFIDENTIAL INFORMATION

“Confidential Information” means all non-public information disclosed by the Client to the Service Provider, whether disclosed orally, visually, electronically, digitally, or in writing, including but not limited to:

- Product architecture, workflows, UI/UX flows, platform structure, and feature roadmap
- Investor-related flows, fund structures, and learning or gamification logic
- Website wireframes, designs, mockups, prototypes, source code, APIs, databases, and technical documentation
- Business strategies, GTM plans, pricing models, financial projections, pitch decks, and internal documents
- Access credentials, walkthroughs, screen recordings, explanations, and communications
- VERZZ-specific unpublished concepts and proprietary business know-how
- Derivative works that directly incorporate the above Confidential Information

Confidential Information expressly excludes:

- Information intended for public release
- Information that becomes publicly available through launch or publication
- General professional skills, experience, and industry-standard methodologies not specific to VERZZ

5. EXCLUSIONS

Confidential Information shall not include information that the Service Provider can demonstrate with written evidence:

- a. Is publicly available without breach of this Agreement
- b. Was independently developed without reference to the Client’s Confidential Information
- c. Was lawfully obtained from a third party without confidentiality obligations

The burden of establishing an applicable exclusion shall rest on the Service Provider.

6. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider agrees that during the period of this engagement, they shall:

- Maintain confidentiality of all non-public Confidential Information
- Use Confidential Information solely for the purposes of this engagement
- Not disclose Confidential Information to any third party
- Not misuse Confidential Information to support a competing platform
- Promptly notify the Client of any unauthorised access or suspected breach

The service provider will not represent themselves as a founder, co-founder, or creator of VERZZ even after the period of engagement ends; unless otherwise mentioned under any future written agreement

Nothing in this Agreement restricts the Service Provider's use of general skills, experience, or knowledge provided Confidential Information is not used or disclosed.

7. FEES & PAYMENT

The Parties agree that the professional fees payable to the Service Provider, along with the applicable payment structure (including milestone-based or lump-sum arrangements), shall be mutually agreed upon in writing under a consequent agreement to be executed in the future.

In the event of any delay in payment, the Parties agree to communicate in good faith to resolve the matter, and the Service Provider may reasonably pause work until payment terms are brought up to date.

8. INTELLECTUAL PROPERTY OWNERSHIP

Upon full payment, all work products created specifically for VERZZ under this engagement shall vest with the Client.

Pre-existing tools, frameworks, or materials owned by the Service Provider shall remain the Service Provider's property.

No equity, partnership, or ownership is implied unless agreed under a separate written agreement.

9. NON-CIRCUMVENTION

This Agreement does not prevent the Service Provider from carrying out lawful professional work or engaging with other clients.

Any information provided by the Client to the Service Provider shall be treated as confidential only until the website is publicly released.

Until such public release, the Service Provider shall not disclose such information to any third party and shall not use it to compete with or disadvantage the Client. Once the website is publicly released and the information becomes publicly available, these restrictions shall no longer apply to such information.

10. PORTFOLIO & PROFESSIONAL ACKNOWLEDGMENT

After public launch, the Service Provider may make limited, non-confidential acknowledgment of professional involvement for portfolio or resume purposes, provided that:

- No confidential materials are disclosed
- No ownership or endorsement is implied
- Consent shall not be unreasonably withheld

11. RETURN & DESTRUCTION OF INFORMATION

Before the public release of the website, upon written request, the Service Provider shall make reasonable efforts to return or delete any Confidential Information that is within their control.

This obligation applies only to information that remains confidential prior to public release and does not extend to automated backups, system logs, or third-party systems.

Once the website is publicly released and the information becomes publicly available, such information shall no longer be considered Confidential Information, and no further obligation to return or destroy such information shall apply.

12. TERM & SURVIVAL

This Agreement shall remain in force for five (5) years from the Effective Date.

Confidentiality and intellectual property obligations shall survive termination only to the extent permitted under applicable law.

13. BREACH & REMEDIES

In the event of breach, either Party may seek remedies available under applicable law, subject to judicial determination, including such relief and costs as a court of competent jurisdiction may deem appropriate.

14. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by the laws of India.

Courts at Chennai, Tamil Nadu, shall have exclusive jurisdiction.

15. ENTIRE AGREEMENT & AMENDMENT

This Agreement constitutes the entire understanding between the Parties.

Any amendment must be in writing and signed by both Parties.

16. SIGNATURES

Client (VERZZ)

Name: Pranay V Jain

Signature: _____

Date: _____

Service Providers

Name: Mr. Nitheesh Karthikeyan

Signature: _____

Date: _____

Name: Mr. S.R. Mythrean

Signature: _____

Date: _____