

Contract Agreement 

# Artist Services Agreement

Prepared By:  
Niyalo Creatives Pvt. Ltd

Prepared For:  
Soumyadeep Roy



## 1. Parties

THIS ARTIST SERVICES AGREEMENT (the "Agreement") is made and entered into as of July 20, 2025 (the "Effective Date") by and between:

(1) Niyalo Creatives (hereinafter the "Hiring Party") and  
(2) Soumyadeep Roy (hereinafter "Artist") (referred to collectively herein as the "Parties", and individually as a "Party").

## 2. Services and Compensation

### 2.1 Services of Artist

During the term of this Agreement, Hiring Party shall engage Artist to provide the following services set forth in *Exhibit A* to this Agreement (the "Services").

### 2.2 Portfolio Rights

Artist may only use any work product created hereunder in/on Artist's professional portfolio, social media accounts and/or personal website.

### 2.3 Compensation of Artist

The Services performed by the Artist shall be performed at the following rate:

**\$ X,XXX** - (the "Total Fee").

All payments from Hiring Party to Artist shall be paid online or via the invoice's attached methods of payment. All payment processing fees will be included in this amount and paid for by the Artist.

Hiring Party shall not be responsible for any taxes derived from the Artist's net income or for the withholding and/or payment of any taxes or other legal requirements applicable to the Artist.

## 3. Independent Contractor Status of the Artist

The Parties intend that the Artist be engaged as an independent contractor of Hiring Party. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Artist may not act as agent for, or on behalf of Hiring Party, or to represent Hiring Party, or bind Hiring

Party in any manner.

## 4. Ownership of Work Product

**4.1** The Parties intend that to the extent any work product produced by the Artist or a portion of any work product produced by the Artist qualifies as a "work made for hire". If the work product or any portion of the work product does not qualify as a work made for hire, and/or as otherwise necessary to ensure Hiring Party's complete ownership of all rights, titles and interest in the work product, the Artist shall transfer and assign Hiring Party any and all rights, titles and interests throughout the world in and to any and all work product. This transfer and assignment includes, but is not limited to, the right to publish, distribute, make derivative works of, edit, or alter the work product in any way Hiring Party sees fit.

### **4.2**

The Artist has no right or interest in any work or product resulting from the Services the Artist performs for Hiring Party, or any of the documents, reports, or other materials the Artist creates in connection with those Services (collectively, the "Hiring Party Inventions"), and has no right to or interest in any copyright to the Hiring Party Inventions. The Hiring Party Inventions have been specially commissioned or ordered by Hiring Party as "works made-for-hire," and Hiring Party is therefore the author and owner of all copyrights in the Hiring Party Inventions..

## 5. Term and Termination

### **4.1 Term**

This Agreement shall go into effect as of the Effective Date written above, and shall remain in effect until Artist has completed the Services, Hiring Party has approved such Services and Artist has been paid the Total Fee for the Services.

### **4.2 Survival**

Upon such termination, all rights and duties of Hiring Party and Artist toward each other shall cease with the exception of the following sections: Sections 1, 2, 4, 7 and 8.

## 6. Representations

Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other persons, firm or organization or any law or governmental regulation.

## **7. Indemnification**

Artist shall indemnify and hold harmless Hiring Party from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Artist's breach of any of the terms herein contained and/or the Artist's gross negligence, willful misconduct and/or bad faith.

## **8. Confidential Information**

The Parties understand and acknowledge that Artist may receive or become aware of confidential or proprietary information belonging or relating to Hiring Party, including, without limitation, information related to its business, business plans, trade secrets, and customer lists or activities ("Confidential Information"). In consideration of such Confidential Information being disclosed or otherwise made available to Artist for the purposes of the performance of this Agreement, Artist undertakes that it shall not at any time, either before or after the termination of this Agreement, and either directly or indirectly, disclose, divulge or use any Confidential Information, except in the performance of the transaction contemplated by this Agreement.

## **9. Liability**

Hiring Party shall not be liable to Artist for any special, indirect, incidental, punitive, or consequential damages arising from or related to this Agreement, including loss of revenue, or profits or other benefits, and claims by any third-party, even if the Parties have been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including, without limitation, to breach of contract, breach of warranty, negligence, strict liability, and other torts. Hiring Party's total liability hereunder shall be limited to the amount of compensation paid by Hiring Party to Artist hereunder.

## **10. Miscellaneous Provisions**

This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement. This Agreement may be amended only by written agreement duly executed by an authorized representative of each Party. If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be

modified to reflect the Parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

## **11. Governing Law and Consent to Jurisdiction**

### **10.1 Governing Law.**

This Agreement is to be governed by and construed in accordance with the laws of Nepal without reference to any principles of conflicts of laws, which might cause the application of the laws of another state or region.

### **10.2 Jurisdiction.**

Each Party hereto irrevocably consents to the exclusive jurisdiction and venue of Nepal in connection with any matter arising out of this Agreement or the transactions contemplated under this Agreement.

**10.3** Each Party hereby irrevocably agrees that process may be served on it in any manner authorized by the laws of Nepal for such persons and waives any objection which it might otherwise have to service of process under the laws of Nepal.

## **12. Amendment**

This contract may be amended or modified only by written agreement signed by both parties.

## 13. Counterparts and Electronic Signatures

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

Electronic signatures are accepted and deemed original signatures. IN WITNESS WHEREOF, the Parties have executed this Artist Services Agreement as of the Effective Date written above.

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**Soumyadeep Roy**

Artist

<Address>

Date: 20/07/2025

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**Kushal Shrestha**

CEO

Niyalo Creatives

Bakhundole, Lalitpur, Nepal

Date: 20/07/2025

*Please retain a copy of this contract for your records*

## **EXHIBIT A: List of Assets/Services**

Here is a list of all artwork which the Artist is to create/transfer ownership over to the Hiring Party. All will also be attached to this contract in all email and communications:

Service/Artwork
Artwork 1
Artwork 2