

Date: 25 June, 2025

Between:

**GWD Global Private Limited** 

Registered Office: 2-56/33/15/A, Sri Sai Nagar, Madhapur, Hyderabad,

**Telangana 500081**Represented by:

• Mohd Abdul Rahman Pasha, Co-Founder & CEO

• Mohammed Abdul Mudabbir, Co-Founder, CMO & CFO

Email: getworkdoneofficial@gmail.com

And:

**Creare Pictures Private Limited** 

Registered Office: W/O Sh Narendra Pal Singh, Durga Enclave, Govindpuram,

Ghaziabad, Uttar Pradesh 201013

Represented by: Sahil Gupta, Director

Email: crearepictures@gmail.com

Rahman Pasha

Kahmes

Abdul Mudabbir

#### 1. Definitions

- "Confidential Information": All non-public business, technical, financial, client, and project details disclosed by GWD to the Studio Partner.
- "Studio Partner": Creare Pictures Pvt. Ltd., acting as an extended creative services team for GWD.
- "Deliverables": All work products—code, designs, assets, documentation—produced by the Studio Partner under this Agreement.

### 2. Purpose

GWD engages the Studio Partner to provide 3D, video, animation, and related production services on behalf of GWD's clients. This Agreement governs confidentiality, IP rights, non-solicitation, financial terms, and quality standards.

## 3. Confidentiality Obligations

- Non-Disclosure: The Studio Partner shall hold Confidential Information in strict confidence and shall not use or disclose it except to perform services for GWD.
- Permitted Disclosure: Only to employees or sub-contractors bound by equivalent confidentiality obligations and solely to the extent necessary.
- Exclusions: Information that is or becomes publicly known without breach, or already lawfully in the Studio Partner's possession.

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### 4. No Direct Client Contact

- The Studio Partner shall not contact, solicit, or negotiate with GWD's clients, agencies, or affiliates without prior written consent from GWD.
- Any breach permits GWD to terminate this Agreement immediately and seek damages.

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## 5. Intellectual Property Rights

- Work-for-Hire: All Deliverables are deemed "work-for-hire" and GWD (or GWD's client, per project) owns all IP rights.
- License Back: GWD may grant the Studio Partner a limited license to retain editable files strictly for quality assurance but not for marketing or portfolio use.
- Third-Party Materials: The Studio Partner shall secure all required licenses for any third-party assets and indemnify GWD against any infringement claims.

# 6. Quality Assurance & Approval

- Standards: Deliverables must meet GWD's published QA guidelines (visual fidelity, technical compliance, brand alignment).
- Review Process: Multi-stage checks—creative alignment, technical audit, file-structure verification.
- Rejection & Rework: Rejected deliverables must be revised from the last approved milestone at no additional cost.

# 7. Non-Compete & Non-Solicitation

- For the term of engagement plus 12 months thereafter, the Studio Partner will not solicit or accept work from GWD clients directly.
- The Studio Partner shall not hire or solicit any employees, contractors, or freelancers engaged by GWD during or for 12 months after this Agreement.

### 8. Financial & Payment Terms

- Milestone Payments: GWD shall pay the Studio Partner upon GWD's approval of each milestone (detailed in individual project schedules).
- Invoicing: Invoices must reference project name, milestone, and agreed amount; GWD will remit payment within 14 business days of approval.
- Rate Adjustments: Any changes to scope or rates require a written change order signed by both parties.

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#### 9. Term & Termination

- Term: This Agreement commences on the above date and remains in force for 12 months, auto-renewable unless either party gives 30 days' written notice.
- Termination for Cause: GWD may terminate immediately for breach of confidentiality, IP misuse, or direct client contact.
- Effect of Termination: Studio Partner must return or destroy all Confidential Information and deliver all work-in-progress. Outstanding payments for approved work remain payable per Section 8.

## 10. Liability & Indemnification

 The Studio Partner shall indemnify and hold GWD harmless against any losses arising from breach of this Agreement, IP infringement, or unauthorized disclosure of Confidential Information.

## 11. Governing Law & Dispute Resolution

• This Agreement is governed by Indian law. Any dispute shall be resolved by arbitration in Hyderabad under the Arbitration and Conciliation Act, 1996, with the English language as the proceedings language.

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Abdul Mudabbir