This Agreement for QUREKA LITE (M-WEB PRODUCT) BUSINESS (Agreement) is entered on **12-10-2021** (Effective Date) between Coolboots Media Private Limited, a company incorporated under the laws of India, having its registered office at 402 ABC, 4th Floor, Centrum Plaza, Golf Course Road, Sector - 53, Gurgaon - Haryana - 122002 (“Company”) and **YOUR TUSHAR PRAVINBHAI KACHHADIYA** with PAN Number: **BJJPK6919H**, son of **PRAVINBHAI CHATURBHAI KACHHADIYA** and a resident of **210, AMBIKA PINNACLE, NEAR LAJAMNI CHAWK, MOTA VARACHHA ROAD, SURAT - 394101** (“Publisher”).

**Company** and **Publisher** are individually referred to herein as a “**Party**” and collectively as the “**Parties.**”

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth herein, the Parties hereto agree as follows:

1. **Scope of the Agreement**
   1. Company hereby grants to the Publisher, worldwide, non-sub licensable, non-transferable, non-exclusive, and revocable rights to commercially exploit and promote, the Content (legally licensed or developed content comprising Qureka Lite (m-web product) Business in Company’s library) amongst its user community, by means of the Distribution Channels (as defined in Clause 3.1);
   2. Publisher shall comply with all the reasonable requests of company with respect to usage of its content. Such granted uses of company’s content by publisher shall not be deemed as publisher obtaining any of the ownership of company’s content & company will fully retain the rights and ownership towards its content.
   3. Publisher shall direct its end Users (an individual person or an entity who avails the Content or any value-added services containing the Content through a Distribution Channel) to the Company’s Content hosting site to avail the Content.
   4. The content here means user accessing Qureka Lite (m-web product) like Hourly Quiz and Prediction Games or subsequently any new quiz, section or format added by the company.
   5. The rights to decisions pertaining to changes, updates, additions, deletions within the Qureka Lite (m-web product) including Quiz/games, contests, prizes, distribution, ads will solely remain with the company.
   6. The publisher shall accept and implement timely updates of company’s games.
   7. Publisher shall never attempt to host, copy, modify, reformat, resize, edit, alter, duplicate, port, create backups, store, remove Company’s logo, reverse engineer, or re-engineer the Content or Company provided integration tools. Publisher shall indemnify the company in case of any breach of clause 1.1, 1.7, 2.8 and 2.13 at fullest extent.
   8. The scope of this Agreement shall exclude the territories of China and Russia. Qureka Lite (m-web product) is not available in the abovementioned territories and these territories do not fall under the preview of this agreement.
2. **Terms of the Agreement**
   1. This agreement will be in force from the Effective Date and will continue to be in effect for an initial term of 2 (Two) years and indefinitely thereafter till the working relationship between the parties. This agreement can be terminated by either party by giving 15 (fifteen) days prior written notice to the other Party, without assigning any reason thereof. In case of any breach of any of the term of this agreement by the publisher, the Company can terminate this agreement with immediate effect without prejudice to any other rights available to the Company.
   2. Upon expiration and / or early termination of this Agreement, all rights granted (as mentioned in Clause 1.1) to the Publisher under this Agreement shall cease to exist with immediate effect.
   3. The revenue will be shared with the Publisher on a 50:50 ratio, including any applicable taxes. Company shall make the payment to the Publisher by wire transfer.
   4. The Publisher shall raise invoices upon the Company based on the MIS report provided by the Company after confirmation of any adjustments, payment will be made after Publisher’s share exceeds INR 5000/- (Rupees Five thousand only);
   5. MIS report implies reports to be shared with the publisher daily highlighting the revenue and traffic details.
   6. Neither party will indulge in any activities which are against any applicable statutory law.
   7. The Distribution Channel used to promote the Content shall not have any content which is obscene, defamatory, libellous, slanderous, violent, and / or unlawful by any means. Further there will be no software piracy, hacking, or illegal downloads of any kind;
   8. Each Party represents, warrants, and covenants to the other Party that it has full capacity and authority to enter, execute, deliver, and perform this Agreement;
   9. This Agreement shall be governed by and construed in accordance with the laws of India without regard to conflicts of laws principles. The Court of Gurugram (Haryana-India) shall have the exclusive jurisdiction pertaining to any matter arising out to this agreement.
   10. All payments shall be made after deduction of TDS (withholding tax) in accordance with the applicable laws. All payment will be done in INR.
   11. Fees payable under this Agreement will be inclusive of applicable Goods and Services Tax, Value Added Tax or Service Tax that publisher is legally obligated to charge under the applicable legislation.
   12. Payments to be released within 30 days of receiving the valid invoice from the Publisher.
   13. Both parties shall keep confidential the information exchanged between parties during the term of this agreement and for a period of three years thereafter. Each party shall keep secret and confidential the technical and business information, financial reports, financial data, employee data, software or firmware code, and all the other information, knowledge, trade practices, pricing and secrets communicated to such party by the other party under this Terms and Conditions. Any information accepted whether marked as confidential or not shall be used only as agreed and will not be released to any other third party without the express written permission of the disclosing party. Each party is obliged to prevent any unauthorized copying, use, and/or disclosure of any confidential information of or concerning the other party.
   14. In no event shall either parties be liable to the other for any indirect, incidental, consequential, special or exemplary damages, including lost profits, even if such damages are foreseeable and regardless of whether either party have been advised of the possibility of such damages. In no event shall company be liable to the publisher for any amount greater than the amount paid by the company under this agreement for the most recent three-month period prior to any alleged claim by the Publisher.
   15. Publisher shall not use the information and data which they have acquired to be used for any business or activity of any Person/entity similar to the business of the Company during a period of two years from the date of early termination/expiration of this agreement.
   16. Both parties can amend this agreement through a mutual written and signed addendum only. The clauses including but not limited to the indemnification obligations, confidentiality shall survive any termination with its nature of survival.
3. **Distribution Channels**
   1. Distribution Channel is defined as: **India - Live TV Channels**
   2. App URL: **https://play.google.com/store/apps/details?id=com.tvgram.indialivetv**
   3. Email-Id of the Publisher: **24caratapps@gmail.com**
   4. Phone Number of the Publisher: **9687156464**

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the Effective Date.

| For and on behalf of the Company: | For and on behalf of the Publisher: |
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| Name: Ms Shalini Tewari | Name: **MR. TUSHAR KACHHADIYA** |
| Title: Co-Founder/Chief Operating Officer | Title: **App Owner** |