



Engagement Letter

This Engagement Letter (hereinafter referred to as the "Engagement Letter") is entered into on this **03/08/2024** (hereinafter referred to as the "Execution Date") and effective from the **05/08/2024** (hereinafter referred to as the "Effective Date")

BY AND BETWEEN

Absolute Sports Private Limited hereinafter referred as "**the Company**" an Indian Private Limited Company headquartered at Bangalore, registered office address: Absolute Sports Private Limited, No. P3 & P4, 10th Main, Jeevan Bhima Nagar, HAL 3rd Stage, Bangalore-560075

AND

Devansh Shrivastava hereinafter referred to as "**the Service Provider**", a resident of India having address at EM-2 IBD HALLMARK CITI Kolar road Bhopal, Madhya Pradesh - 462042 and bearing government identification card number 415297748786 (Aadhaar Card).

The Company and the Service Provider shall be hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

Background

The Company is engaged in the business of sports media.

The Company is desirous of hiring the Service Provider as a **Gacha Writer**.

The Service Provider has expressed his/her consent to provide Services to the Company

The Parties have thereby agreed to enter into this Engagement Letter and the Long Form Agreement (jointly hereinafter referred to as the "Agreement") stipulated at <https://www.sportskeeda.com/policies> to incorporate the terms and conditions governing the relationship between the Parties

Whereas, the Parties hereby covenant that the terms and conditions of the Engagement Letter are as stipulated below and to be read along with the terms and conditions stipulated under the Long Form Agreement.

1. Term and Renewal:

This Agreement shall stand effective from the Effective Date aforementioned for a period of 09 (nine) months up to and including the 30th day of April Two Thousand Twenty-Five (30/04/2025) and can be extended/terminated based on the Company's business requirements vide a renewal engagement letter to be executed between the Parties.

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ABSOLUTE SPORTS PRIVATE LIMITED

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2. Consideration:

2.1 The Service Provider will be paid INR 275 per article and INR 300 for articles with 600+ words (Subject to TDS). Payment will be done in accordance with the invoices raised by the Service Provider.

2.3 The Service Provider will raise and share the invoices in electronic form as stipulated by the Company on the last day of every month. payment shall be made by the Company in accordance with the Company's respective payment policy as intimated to the Service Provider from time to time.

2.4 Invoices shared after the agreed upon date will be processed along with the next invoice.

3. Scope of Work/Deliverables:

The scope of work to be performed by the Service Provider and the Deliverables to be provided by the Service Provider shall be as stipulated under **Annexure I** hereunder.

4. Performance by Service Provider:

4.1 It is understood and agreed by the Service Provider that the Content is being developed by the Service Provider for sole and exclusive licensing to the Company on a royalty free, perpetual and worldwide basis and the Company shall be the sole and exclusive licensee of all rights relating to the Content. The Content shall at all times be owned by the Service Provider and any and all liability with regard to the Content shall be that of the Service Provider. The Content created under this Agreement by the Service Provider shall be licensed to the Company for the duration of the License Period defined above.

4.2 Except as otherwise provided under this Engagement Letter, the Company will not be required to provide at its cost and expense, any manpower, software, hardware, infrastructure and other technology assets or facilities required in connection with the Service Provider's performance of the Services.

4.3 The Service Provider shall arrange for, at his/her own cost and expense all required manpower, software, hardware, infrastructure and other technology assets or facilities required for the performance of the Services under this Agreement.

4.4 The Service Provider is required to provide the Content in such form, format and design specified by the Company.

4.5 The Content created by the Service Provider is required to adhere to the specifics mentioned in the Engagement Letter and shall be subject to all the terms and conditions provided in the Engagement

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Letter, if any, and any other conditions that may be communicated by the Company to the Service Provider by email or by any other mode of communication. It is clarified that such specifics shall be in relation to form, format, design and contents of the Content.

- 4.6** In the event that the Company notifies the Service Provider that any Content shared by the Service Provider is in violation of any pertinent prevalent laws, the Service Provider shall make necessary alterations and modifications to render the Content conformant to such laws.

5. Working Days:

The Service Provider shall render Services to the Company for a minimum of 6 (six) days a week and for as many hours as so required by the Company at its sole discretion for the Services to be rendered in a competent and acceptable manner.

6. Termination of Agreement:

- 6.1** Either Party may terminate this Agreement by giving not less than Forty-Five days' prior written notice to the other party.
- 6.2** The Company may terminate this Agreement immediately upon written notice to the Service Provider, in the event that the Service Provider is in material breach of the Agreement. The term material breach for the purposes of this clause shall include but not be limited to a breach of the confidentiality and data protection provisions, intellectual property and license provisions, representations and warranties, and any other breach which may materially hamper the Service Provider's ability to perform his/her/its duties and obligations under the Agreement.

7. Indemnity:

- 7.1** Service Provider shall indemnify, and defend the Company against all liability, claims, costs, losses, damages, and expenses incurred by the Company arising from or related to any claim, suit, or action brought against the Company by a third party, arising out of the Content developed and Services rendered under this Agreement.
- 7.2** Any claim or indemnification from Clause 7 shall be governed by the law of limitations as prescribed under the applicable statutes.

8. Long Form Agreement:

The Parties agree and understand that acceptance of this Engagement Letter shall also be an expression of consent to the terms and conditions stipulated under the Long Form Agreement stipulated at <https://www.sportskeeda.com/policies> and that the Parties shall be bound by the same.

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9. Governing Law and Jurisdiction:

This Engagement Letter, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by the laws of India, and only the courts in Bangalore will have jurisdiction to adjudicate any dispute unless otherwise agreed to in writing by the Parties.

10. Electronic Signature:

The Parties acknowledge and agree that this Agreement may be executed and delivered by electronic signature on the Engagement Letter, which shall be considered as an original signature for all purposes and shall have the same legal validity and enforceability as a manually executed signature, and the Parties hereby waive any objection to the contrary.

11. Entire Agreement:

This Engagement Letter, the Long Form Agreement and the Annexures attached thereto, sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.

In witness whereof, the parties hereto have executed this Agreement on the date mentioned above

Absolute Sports Private Limited

Service Provider

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A handwritten signature in black ink, appearing to read "Devansh", with a horizontal line underneath.

Amita Achary

Devansh Shrivastava

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ANNEXURE - I

SCOPE OF WORK

1. Monthly target: 70 articles.
2. The Scope of Work may be expanded upon or amended through mutual discussions.

Probation - 2 weeks

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