Hi Gopal Rao

Date 2022-05-06

Sub: Offer Letter | ShareChat Video Moderation

Congratulations! You have been shortlisted for ShareChat Video Moderation with Awign. You will be communicated about the next steps shortly. Meanwhile please go through the details of the project.

Note: This offer letter does not guarantee in any way that you are selected for this project. You will receive updates on your next step via in app notification as well as to your registered mobile number and email. The final selection for the project will depend on successful completion and performance in all the steps. You will be able to view your application status in the Awign App/ Website.

ShareChat Video Moderation

1. **Roles and responsibilities**

- If the content does not pass adult content moderation guidelines, then discard the post.
- If it passes the adult content guidelines then check if it should be silently discarded or approved on the basis of content health guidelines.
- Review and moderate the post IDs throughout your shift.

2. **Stipend structure**

- Salary will be on a monthly basis on the basis of the quality and quantity according to the structure below:

Payout structure (per shift)	Normal shift	Night shift
Base	INR 600	INR 700
Incentive	INR 100	INR 100
Penalty	-INR 100	-INR 100

MONTHLY	Low Quality	Medium Quality	High Quality
Low Volume	Penalty	Penalty	Base
Medium Volume	Penalty	Base	Incentive
High Volume	Base	Incentive	Incentive

- Low Volume: <= n*280 posts
Medium Volume: In between
High Volume: > n*370 posts ; where n= number of workdays in month

- High Quality: > 98%
Medium Quality: In between
Low Quality: <= 96%

- Shift 1: 12am to 8am (Night shift)
Shift 2: 8am to 4pm (Normal shift)
Shift 3: 4pm to 12am (Normal shift)

- You will be paid over and above your salary, for the shifts you work other than your own, as per the above structure.

3. **Fine Structure & Disqualification Criteria**

To prevent disqualification, you must satisfy the following criteria:

- Posts to be moderated: 280 posts per shift (or as per inflow, whichever is lower).
- If you are away for more than 5 minutes during your shift from the keyboard, inform the Project Manager beforehand.

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- In case of any network issues which prevent you from working, inform the Project Manager immediately.
- You have to submit your allocated leads within the given timeline.
- Satisfy the basic parameters of the work, including quality checks from the client.

Blacklist Rules:

If we find any of the following, you'll be disqualified from the internship and blacklisted from all future internships:

- Indulging in any kind of fraudulent activities.
- Indulging in any kind of malpractice

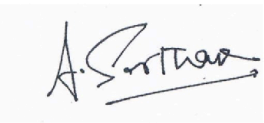
4. **Separation Process**

If you wish to discontinue the work, you must give a one week notice, along with the immediate return of the assets like the reference documents, knowledge/ data compilation and transfer, NOC/ no dues certificate from your supervisor, etc. for closure and salary processing. Failing to do this might result in a penalty or a delay in payment.

General Guidelines

During your employment at Awign, you shall be governed and bound by the terms provided in this LOI and also the terms mentioned under the Annexure - A. You may have access to trade secrets belonging to Awign. If you accept this offer, you must keep all of this information strictly confidential and refrain from disclosing it to anyone outside the organization.

Regards



Annexure - A
Terms and Conditions

1. **Agreement:** This ShareChat Video Moderation project – Terms and Conditions ("**Agreement**") between **Awign Enterprises Private Limited**, a private limited company incorporated under the Companies Act, 1956 ("**Company**") and the **ShareChat Video Moderation partner** mentioned in the Letter of Intent ("**Moderator**") governs and provides the terms and conditions in relation to the Moderator's participation in the ShareChat Video Moderation project.

2. **Obligations of the Moderator**: The Moderator's shall: (a) undertake, provide and complete such tasks, assignments, works, and other services as are identified in ShareChat Video Moderation project Letter of Intent; (b) ensure that upon completion of tasks, assignments, works and other services identified under the, all the materials related to the same, including content, records, notes, designs, presentations, word/ excel document and other written or printed materials or materials in any electronic media or in other media whatsoever ("**Works**"), are returned to the Company for its records and possession.
3. **Rights of the Company**: The Moderator hereby agrees that the Company has the sole and exclusive right: (a) overall the Works as 'work for hire', all of which at all stages of development shall be the sole and exclusive property of the Company; (b) to amend, modify, alter this Agreement at any time with prior notice to the Moderator; and (c) to approach any other Moderator for the tasks, assignments, works and other services to be rendered under the ShareChat Video Moderation project Letter of Intent.

4. **Intellectual Property**: Any and all Works developed in connection with this Agreement (and associated intellectual property rights) will at all times and at all stages of development be and remain the sole and exclusive property of the Company. All Works shall belong exclusively to the Company and shall be considered a work made for hire for Company within the applicable laws. The Moderator hereby assigns and transfers to the Company any and all right, title, or interest, including moral rights, the Moderator may have in the Works, including any copyrights or other intellectual property rights pertaining thereto on a worldwide basis in perpetuity. To the extent that moral rights cannot be assigned under applicable law, the Moderator hereby waives and agrees not to enforce any and all moral rights, including, without limitation, any limitation on subsequent modification. Upon a written request made by the Company, the Moderator shall sign all documents, deeds or declarations necessary to confirm or perfect the exclusive ownership of the Company in the Works.

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5. **Payment:** Payment shall be made by the Company to Moderator subject to payment terms as set forth in ShareChat Video Moderation project Letter of Intent.

6. **Representations and Warranties:** The Moderator hereby represents and warrants that the following representations and warranties are true, correct, accurate and not misleading as on the date hereof and shall remain true, correct, accurate and not misleading during the term of this Agreement: (a) Moderator has no obligations, legal or otherwise, inconsistent with the terms of this Agreement nor does the performance of the obligations under and adherence of the terms and conditions of this Agreement by the Moderator violate any applicable laws, or any proprietary or other right of any third party; (b) Moderator will not use in the performance of the responsibilities and obligations under this Agreement, any third party confidential information or trade secrets or material, services, creations or any other third party intellectual property, unless such use has been expressly permitted and authorised by such third party and such permission shall be obtained by the Moderator for and on behalf of the Company and legally transferred thereto; (c) Moderator has full power, authority and legal right to execute, deliver and perform all its obligations under this Agreement, and (d) this Agreement constitutes valid and legally binding obligations of the Moderator, enforceable in accordance with its terms.

7. **Termination:** The Company reserves the right to discontinue the partnership at any time at its sole discretion. In case of breach of any provision, representation, covenant or obligation in this Agreement by the Moderator, the Company may, at its sole discretion, terminate this Agreement with immediate effect by providing a written notice (including email) in this regard. Any provision of this Agreement, which imposes an obligation after termination or expiration of this Agreement, including provisions in relation to indemnification and confidentiality, or which by its very nature should survive such termination or expiration, shall survive.

8. **Indemnification:** The Moderator hereby expressly agrees to indemnify, defend and hold the Company and its officers, directors, agents, employees, consultants, representatives or affiliates, harmless against any loss or claim, penalties, causes of action, damages, expenses, the liability of whatsoever nature arising out of or related to: (i) misrepresentation, (ii) default, (iii) misconduct, (iv) failure to perform its obligations or breach of representations, warranties, obligations, and covenants related to or under this Agreement, (v) infringement of intellectual property rights, copyright/ trademark violation of the Company or any third party rights for or in relation to performing the obligation under this Agreement, and (vi) any and all claims that Moderator is not an independent contractor.

9. **Relationship:** This Agreement is entered into and executed by the Parties solely on a principal-to-principal basis. The Moderator is an independent contractor, and nothing in this Agreement will be construed as making either party a partner, joint venture, employer-employee, agent or fiduciary of the other or to create any other form of legal association that would impose liability on one party for the act or failure to act of the other or provide either Party the right to create any duty or obligation of the other. The Moderator shall not represent himself or herself as or claim to be an employee of the Company.

10. **Non-Solicitation**: During the term of this Agreement and for a period of 1 (one) year thereafter, the Moderator shall not, by direct or indirect means: (a) solicit the employment of any person who at the time of such solicitation is working for or employed with Company; or (b) solicit any of the Company's clients, customer; or (c) attempt to persuade any consultant, employee, other Moderator, client or customer to refrain from doing or ceasing to do business with the Company.

11. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the Laws of India and the courts at Bangalore, India shall have the exclusive jurisdiction over any matter relating to, in connection with, or arising out of, this Agreement.

12. **Confidentiality:** The terms of this Agreement and any other information, including any technical, conceptual, financial or business information, including the Works, shared or provided by the Company to the Ordering Intern or created or generated for or under or pursuant to this Agreement ("**Confidential Information**") shall be and remain strictly confidential and shall not be disclosed by the Moderator to any third party. The Moderator agrees and undertakes that it shall use the Confidential Information only for the purpose of undertaking and completing its obligations under this Agreement and shall not at any time during the term of this Agreement or after the expiry or termination of this Agreement, either directly or indirectly, use, disclose or transfer in any manner any Confidential Information for any other purpose whatsoever, whether commercial or otherwise.

13. **Severability:** The provisions of this Agreement shall be severable, and if any portion of this Agreement shall be held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provisions hereof, and the remainder of this Agreement, disregarding such portion, shall continue in full force and effect as though such portion had not been contained herein.

14. **Assignment:** This Agreement and the rights and duties under this Agreement shall not be assigned by the Moderator without the prior written consent of the Company. This Agreement and the rights and obligations of the Company herein may be assigned, in whole or in part, by the Company to any third party.

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15. **Waiver:** A right under this Agreement may be waived by the Company only by giving such waiver in writing and no other conduct of the Company operates as a waiver or prevents the exercise of any right under this Agreement.

16. **Entire Agreement:** This Agreement, including the schedules or annexures hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof.

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