

Karya Work for Hire Agreement

This Work for Hire Agreement ("Agreement") is agreed to by the party accepting below ("You"), which includes Your heirs, executors, administrators and permitted assigns, and Karya, which includes its affiliates, successors-in-interest and assigns. ("Karya"). This Agreement is our shared understanding about digital work You perform, as commissioned by Karya. If you do not want to agree to these terms, you must not perform digital work commissioned by Karya.

- **Definitions:** "Submission" means information, images, videos, audios and any other material which is uploaded, submitted, transmitted or distributed by You or caused to be distributed by You to Karya, and which is commissioned by Karya. It includes any and all Submissions that You, now or in the future, Submit to Karya.
- **Work made for hire:** Your Submissions are considered to be a work made for hire. If the Submissions do not qualify as a work made for hire, You assign to Karya all right, title and interest in and to the Submissions, including all Intellectual Property rights therein. You waive all moral rights in the Submissions. In the event the Law does not permit a waiver of moral rights in Submissions, You agree that you will not exercise any moral rights in the Submissions.
- **Intellectual Property Rights:** Karya shall hold all right, title and interest in the Submissions, including the right to use, reproduce, perform, display (public communication), distribute, adapt, modify, re-format, any and all of Your Submissions, and to sublicense the foregoing rights to third parties.
- **Fee:** In consideration for Your Submissions, Karya will pay You upon satisfactory completion of Your Submission. You agree that the consideration is full, final and adequate for Your Submissions.
- **Personal Information:** You agree that Your Submissions and information relating to them and to you as the Submitter, may be maintained indefinitely and if mandated by applicable law, disclosed publicly, including Your name and other information that You submit with Your Submission.
- **Independent Business Relationship:** You and Karya are independent entities and are not and shall not be construed as joint venturers, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.
- **Confidentiality:** You will not at any time or in any manner, either directly or indirectly, use for Your personal benefit, or divulge, disclose, or communicate in any manner any information that is proprietary to Karya. You will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.
- **Representations and Indemnity:** You represent and warrant (a) You are of legal age to form a binding contract. (b) You have full rights and authority to enter into, perform under, and grant the rights in, this Agreement. (c) Your performance will not violate any agreement or obligation between You and any third party. You will defend, indemnify, and hold Karya harmless from and against all claims to the extent such claims arise out of or relate to Your breach

of the foregoing representations. Karya will defend, indemnify, and hold You harmless from and against all claims to the extent that such claims arise out of or relate to Karya's non-compliance with Law.

- Limitation of Liability: In no event will Karya or its authorized representatives be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to perform work commissioned by Karya, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.
- Amendments: Karya may need to amend this Agreement from time to time if the provisions are no longer appropriate. If amended, Karya will make a new copy of the Agreement available. You understand and agree that if you Submit after the date on which the new copy is made available, it will be treated as Your acceptance of the amended Agreement.
- Termination: Either Party may terminate this Agreement at any time without cause, by giving written notice. You may also terminate the Agreement by simply stopping Your Submissions. If Karya terminates the Agreement, its only obligation is to pay for Submissions accepted prior to termination. Upon termination of this Agreement, You will promptly return to Karya all records, notes, documentation and other items that were used, created, or controlled by Karya during the term of this Agreement.
- Entire Agreement/Assignment. This Agreement is the entire agreement between the parties, and supersedes any and all prior agreements, understandings or communications, written or oral, between the parties relating to the subject matter hereof. This Agreement may be assigned by Karya.
- Severability: If any provision of this Agreement, or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provisions to any other persons or circumstances, shall not be affected thereby.
- Disputes: Any disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the Courts at Bengaluru, Karnataka, India.

For any questions about this Agreement you may write an e-mail to: questions@karya.in
I have read and understood the terms above. I agree to these terms.