

ASTROLOGER ONBOARDING AGREEMENT

This ASTROLOGER ONBOARDING AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into on this ____ day of _____, 2024

BY AND BETWEEN

Digi Astro Technologies Private Limited (CIN: U74999MH2022PTC375053), a Company incorporated under the Companies Act, 2013 and having its registered office at 504, Advent Atria Chin choli Bunder Rd, Nadiyawala Colony 2, Malad West, Mumbai, Maharashtra 400064 (Hereinafter referred to as “**DivineTalk Astrology/Company**” which term shall mean and include, where not repugnant to context, its successors in interest and permitted assigns) of the First Part

AND

_____ (**Astrologer**) son/daughter/wife of _____ aged _____ years and residing at _____ (hereinafter referred to as the “**Astrologer/Partner**”, which term shall mean and include, where not repugnant to context, its successors in interest and permitted assigns.) of the **Second Part**.

The Astrologer agrees that he/she shall deliver Services under this Agreement as **(Standard)** Astrologer Both the Company and Astrologer shall be collectively hereinafter referred to as “**Parties**” and individually a “**Party**.”

WHEREAS:

- A. The Company is a service provider and aggregator and is engaged in the business of, inter alia, providing astrology services and in the course of providing such services also renders several value added services and incorporates several features for the use of the customers and has identified certain value-added services that may be provided to its customers.
- B. Astrologer is an individual possessing expertise and technology in the area of providing horoscope and other allied astrological services and is desirous of providing its products to the Company for use on its Websites/App and has all requisite expert technology and knowledge to provide real time horoscope reports and horoscope compatibility reports to the Customers of the Company.

For the sake of clarity, there are two types of Astrologers covered under the Agreement i.e. **Exclusive Astrologer** that shall only work with and for the Company and shall not be allowed to

freelance or work on any other platform during the existence of this Agreement and **Standard Astrologer** that shall not exclusively work for the Company.

- C. The Company has agreed to avail the Services (as defined hereinafter) from Astrologer as described hereunder.
- D. The Company and the Astrologer wish to record their respective rights and obligations in respect of procuring of the services by the Company from the Astrologer as set out hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by the Company and the Astrologer as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement (including the recitals above and the Schedules and Exhibits hereto), except where the context otherwise requires, the following words and expressions shall have the following meanings:

1.1.1 **“Affiliate”** means with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the specified Person. In addition to the foregoing, if the specified Person is an individual, the term “Affiliate” also includes (a) the individual’s spouse, (b) the members of the immediate family (including parents, siblings and children) of the individual or of the individual’s spouse and (c) any corporation, limited liability Company, general or limited partnership, trust, association or other business or investment entity that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with any of the foregoing individuals. For purposes of this definition, the term “control” (including the terms “controlling,” “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

1.1.2 **“Agreement Date”** means the date of this Agreement and the joining date.

1.1.3 **“Applicable Laws”** means all laws, policies, ordinances, statutes, rules, orders, decrees, injunctions, licenses, permits, Approvals, authorisations, consents, waivers, privileges, agreements, regulations, directions, notices, guidelines, circulars of any Governmental Authority having jurisdiction over the relevant matter as are in effect on

the date of this Agreement or as the same may from time to time be amended, modified, re-enacted, or replaced

1.1.4 **"Approvals"** means any consent, intimations, registration, filing, agreement, notarization, certificate, license, Approval, permit, authority, or exemption from, by or with any Governmental Authority (as required by law) or any other person, whether given by express action or deemed to be given by failure to act within any specified time period.

1.1.5 **"Astrologer"** shall mean both Exclusive and Standard Astrologer.

1.1.6 **"Claim"** means any civil, criminal, administrative, regulatory or investigative action or proceeding commenced or threatened by a third party, including governmental authorities and regulatory agencies.

1.1.7 **"Customer"** means someone who has registered themselves or applied for availing services on the Company's Platform for advice or services from an Astrologer.

1.1.8 **"Exclusive Astrologer"** shall exclusively work for the DivineTalk Astrology and no other competitive platforms;

1.1.9 **"Platform"** means the entirety of the Company's website <https://divinetalk.in/> and mobile application <https://play.google.com/store/apps/details?id=app.divine> including all associated features and functionalities.

1.1.10 **"Probation Period"** means three months from the date of joining of the Astrologer.

1.1.11 **"Standard Astrologer"** shall not be an Exclusive Astrologer;

1.2 In this Agreement (unless the context requires otherwise):

Any reference herein to any Clause is to such Clause to this Agreement unless the context otherwise requires.

1.2.1 Unless otherwise indicated, the terms "hereof," "herein," "hereby," "hereto," "hereunder" and derivative or similar words refer to this Agreement or specified Clauses of this Agreement, as the case may be.

1.2.2 References to a Party shall, where the context permits, include such Party's respective successors, legal representatives and permitted assigns.

1.2.3 The headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.2.4 Unless the context requires otherwise, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders

1.2.5 The words "including" and "among others" and words and phrases of a like nature

used in this Agreement are deemed to be followed by the words “without limitation” or “but not limited to” or words or phrases of a like nature whether such latter words or phrases are expressly set out

- 1.2.6 Any reference to this Agreement shall include all amendments, changes and/or modifications made to this Agreement in accordance with the provisions hereof.
- 1.2.7 The performance of the obligations of each of the Parties to this Agreement is subject to and shall be performed in accordance with Applicable Laws.
- 1.2.8 In case of any ambiguity or conflict between the provisions of this Agreement, such provisions should be read in a harmonious manner to ensure that none of the provisions of this Agreement become superfluous or redundant
- 1.2.9 Unless otherwise specified, references to days, months and years are to calendar days, calendar months and calendar years, respectively.
- 1.2.10 No rule of construction or interpretation shall apply to the disadvantage or detriment of the Party having control or being responsible for the drafting of this Agreement.

2. SCOPE OF SERVICES

2.1 The Astrologer shall provide the Company with astrology-related services for Company's Customers (hereinafter referred to as the "**Services**"). The Services shall include, but are not limited to:

- a) Answering written questions from Customers;
- b) Replying to astrological questions via phone, video conferencing, or chat;
- c) Online live sessions on astrological insights;
- d) Promoting the business of the Company;
- e) Engaging in any other means of interaction as may be required to deliver astrological insights (collectively referred to as the "**Reports**").

2.2 The Services shall be tailored to meet the specific requirements and preferences of the customers. These Services shall be customized and adapted based on individual customer requirements to ensure alignment with their astrological objectives. The Astrologer shall use their professional expertise and judgment to deliver services that are both relevant and appropriate to the customer's astrological context.

2.3 The Astrologer agrees to provide assistance and support to the Company in the delivery of its Services in the languages that have been mutually agreed upon by both Parties in advance.

3. **TERM AND TERMINATION**

- 3.1 The term of this Agreement shall be Eleven (11) months from the Agreement date.
- 3.2 After the Agreement date, the Astrologer shall not be allowed to resign from the Company for first three (3) months that shall be denoted as the Probation period.
- 3.3 In the event that the Standard Astrologer resigns during the Probation Period, the Standard Astrologer shall be liable to pay the Company an amount of **INR 5100/- (Indian Rupees Fifty One Hundred Only)**. This penalty is intended to cover the costs incurred by the Company for recruitment, onboarding, training, and other administrative expenses.
- 3.4 After the completion of Probation Period, the Astrologer can terminate this Agreement by providing a prior notice of two (2) months in writing to the Company.
- 3.5** If the Astrologer leaves the Company without serving the notice period, then the Astrologer shall be liable to return the highest amount received in the last quarter or **INR 80000 , whichever is higher.**
- 3.6 Resignation must be formally submitted via email or the designated application Platform.
- 3.7 The Agreement will be renewed after the completion of the term upon mutual agreement between the Parties, unless premature termination of this Agreement by either Party.
- 3.8 Notwithstanding anything herein contained, this Agreement may be terminated immediately by the Company at any time without notice or payment in lieu thereof or any compensation whatsoever, if, among other things:
- If a lawful direction provided by the Company is disobeyed;
 - If breach of any obligation is committed by the Astrologer;
 - If the Astrologer found persuading any Customer of the Company to enrol/register on any other similar Platform;
 - If it is found that the Astrologer has disclosed their personal identity to the Customers;
 - If, in the opinion of the Company, any action constitutes misconduct, it shall be addressed accordingly;
 - If any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this agreement or offer/appointment letter is committed, or you are guilty of any negligence in connection with or affecting the business or affairs of the Company;
 - If the Astrologer has become bankrupt or received an order against you or any general composition has been made with your creditors;
 - If breach in respect of any material provision of this Agreement has been committed;

3.9 If engagement is terminated for any other reason, the Company may set-off amounts the Astrologer owes to the Company against any amounts the Company owes to the Astrologer at the date of termination except for amounts the Company is by law not entitled to set-off;

3.10 If the Astrologer terminate this Agreement in non-compliance with the terms laid herein above, then the Astrologer shall be liable to return the highest amount received in last three quarters as a penalty. Failure to comply with this repayment obligation will result in legal action to recover the owed sums and any associated costs.

4. TERMS OF PAYMENT

4.1 The **Standard Astrologers** shall be paid forty (40) percent of the payables which shall be calculated @ INR **_____** per minute on a monthly basis.

4.2 The per-minute remuneration shall be disbursed to the Astrologer only upon exceeding a cumulative threshold of INR 1000/-.

4.3 Notwithstanding anything contained in above-mentioned Clauses 4.1 and 4.2, the Company may reduce/change the agreed Astrologer rate to promote the platform or to give discount offers to its Customers' or for any other reason, in its sole discretion, without informing the Astrologer. However, the changed rate will get displayed in the Platform against the respective name of the Astrologer.

4.4 No payment shall be rendered for any discounts provided to customers for promotional purposes.

4.5 TDS shall be applicable as per government policy which is 10% on overall earning. The Company shall make payments subject to applicable withholding taxes under the applicable tax laws.

4.6 Payment gateway charges will be deducted on total amount earned (i.e. 2%)

5. REPRESENTATIONS AND WARRANTIES

5.1 The Parties hereby represent and warrant to each other that:

5.1.1 It has the power, authority, and all necessary corporate authorizations under Applicable Laws to execute, deliver and perform this Agreement

5.1.2 It has taken all necessary actions to authorize the execution and performance thereof and upon execution, this Agreement will constitute a legal, valid, and binding obligation

- 5.1.3 The execution, delivery, and performance of this Agreement does not violate any Applicable Laws
- 5.1.4 It will not, in performing its duties and obligations under this Agreement, put itself or the other Party in breach of any Applicable Laws, rules or regulations.
- 5.1.5 It has not received any written notice of any action or investigation or other proceedings of any nature whatsoever, by any Governmental Authority
- 5.1.6 There is nothing, either in their incorporating documents or under any private law contract or arrangement with a third party which prevents or renders the performance of this Agreement unlawful, nor will they enter into such contract or arrangement

5.2 The Astrologer hereby represents and warrants that:

- 5.2.1 he/she is professionally qualified and holds the necessary qualifications, expertise, and skills to provide the Services as agreed herein above. It is based on Astrologer's representations in this regard that the Company has agreed to avail the Services from the Astrologer
- 5.2.2 none of the services, products, or any component thereof provided by the Astrologer, or their use by the Company on one or more of its applications, shall infringe upon any third-party intellectual property rights, including but not limited to trademarks, patents, or copyrights. Furthermore, to the best of Astrologer's knowledge and belief, no such service, product, or any upgrade, update, or patch thereto is subject to, or is likely to be subject to, any legal dispute or Claim before any court, tribunal, or governmental authority.
- 5.2.3 services provided, including but not limited to predictive texts and related content, are subject to ongoing modifications they may involve the addition of new chapters or revisions necessitated by the evolving nature of astrological research and findings. Furthermore, the content and methodologies employed in astrology are continually refined and updated.
- 5.2.4 the reports generated shall be an independent work and the predictive texts shall be considered as an opinion based on the principles of Astrology.
- 5.2.5 there shall be a prompt reply to complaints or feedback of Customers within a reasonable time period
- 5.2.6 that there will be no objection in promoting the Company's Platform on its social media Platforms
- 5.2.7 none of his Services will harm the reputation and interests of the Company

- 5.2.8 Company is only a Service Provider and shall not be liable for any actions performed by the Astrologer

6. OBLIGATIONS

6.1 General Obligations of the Astrologer

- 6.1.1 The Astrologer shall not provide consultation to Customers/Customers on sensitive topics including but not limited to:
- a) Baby gender prediction
 - b) Death Prediction
 - c) Mobile Numerology
 - d) Stock Market Prediction
 - e) Black Magic/Vashikaran
 - f) Suicide
 - g) Surgery etc.
 - h) Any other restriction, in compliance with law.
- 6.1.2 The Astrologer agrees not to disclose, exchange, or share any personal information pertaining to themselves, their friends, acquaintances, family members, or any other individuals, regardless of their connection with the Astrologer. This includes, but is not limited to, real names, mobile numbers, email addresses, social media accounts (including but not limited to Facebook, Twitter, Instagram, LinkedIn, and other similar Platforms), personal addresses, or personal websites
- 6.1.3 The Astrologer agrees not to persuade Customers to connect on other Platforms or Astrologer's own Platform.
- 6.1.4 In the event that any predictions are made concerning the topics specified above in Clause 6.1.1, information shared or the Astrologer persuades the Customers to connect on other Platforms, the Company reserves the right to impose a penalty of INR 11000/- and forfeit any earned compensation for the month and such a violation of the terms may also result in the termination of this Agreement. Additionally, the Company may pursue legal action against such violation.
- 6.1.5 The Astrologer agrees to maintain a minimum of five (5) hours of online presence on the application daily, including at least one (1) hour dedicated to live sessions mandatorily. The duration of the live session shall be extended, if required by the Company. This requirement is established to enhance the visibility of the Astrologer's profile on the application, thereby optimizing the potential for business

generation. Consequently, the Company shall not be liable for any income or business performance expectations that were previously communicated or promised if this requirement is not fulfilled.

- 6.1.6 The Astrologer agrees to accept the promotional offer, as and when offered by the Company.
- 6.1.7 The Astrologer agrees not to post any negative reviews on any social media Platform or make any defamatory comments of any type or nature whatsoever to anyone about the Company, its Astrologers, officers, directors, agents, consultants, Affiliates etc. Any breach of this clause will lead to the immediate and permanent deactivation of profile without prior notice, along with a fine of INR 80000 (Indian Rupees Eighty Thousand Only)
- 6.1.8 The Astrologer agrees not to upload, post, email, transmit, or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable on/through the Company.
- 6.1.9 The Astrologer agrees to treat the customers & Astrologers of the Company with dignity and respect and not use any kind of filthy language or impose threats upon the customers. Any breach of this clause will lead to the immediate and temporary deactivation of profile without prior notice or a minimum period of three (3) Days, along with a penalty of INR 21000 (Indian Rupees Twenty One Thousand Only). The profile shall be permanently deactivated if Astrologer found to be guilty upon review by the compliance team.
- 6.1.10 The Astrologer agrees to maintain appropriate and clear boundaries with Company's Customers' regarding one's own personal needs and goals, whether they are sexual, financial, or emotional.

6.2 Obligations pertaining to Astrologer's Profile

- 6.2.1 The Astrologer shall be responsible for maintaining the confidentiality of its password and username and any other security information related to its account.
- 6.2.2 The Astrologer agrees not to disclose their personal identity on their profile and shall not alter the display name or profile picture provided by the Company without obtaining prior written consent from the Company.
- 6.2.3 The Astrologer agrees not to use the same display name on any other website over the internet.

- 6.2.4 The Astrologer agrees not to publicise its work while imparting Services with the display name and profile picture at the Company's Platform without seeking prior written confirmation from the Company.

6.3 Misuse of Credentials Provided by Company

- 6.3.1 The Astrologer agrees not to share the credentials received through the Company with anyone inclusive of Company's credentials. The system obtains data from the IP address employed by Astrologer while operating the website and on finding a violation of the same, penalty of INR 21000 (Indian Rupees Twenty One Thousand Only) will be imposed followed by profile deactivation.
- 6.3.2 The Astrologer agrees not to share its personal account details registered with the Company to anyone else.
- 6.3.3 The Astrologer agrees not to provide consultation to the customer through impersonation of any other person. Any breach of this clause 7.3 shall attract criminal liability against the Astrologer along with a fine of INR 11000 (Indian Rupees Eleven Thousand Only) followed by profile deactivation.
- 6.3.4 The Astrologer agrees not to impersonate any person or entity, including, but not limited to, any other Astrologer registered on the Company's Platform, guide, or falsely state or otherwise misrepresent its affiliation with a person or entity or other portals.
- 6.3.5 The Astrologer agrees to share details of all the devices used for accessing the Website by dropping an email at support@divinetalk.com. On breach of this clause, Astrologer shall be issued a written as well as verbal warning. Furthermore, Astrologer agrees to pay back the entire amount earned to the Company and any amount still present in the wallet will be adjusted against this liability and Astrologer shall not be entitled to any payout from the Company.

6.4 OBLIGATIONS PERTAINING TO CONFIDENTIAL INFORMATION

- 6.4.1 The Astrologer agrees to maintain the utmost confidentiality regarding all Confidential Information stated herein under in Clause 9 of this Agreement, ensuring its security, integrity, and protection from unauthorized access, use, disclosure, publication, or dissemination, except as explicitly permitted under this Agreement. The Astrologer shall employ all necessary measures to safeguard the Confidential Information and prevent any unauthorized exposure or misuse in accordance with

the terms set forth herein.

- 6.4.2 The Astrologer agrees that all Confidential Information will remain the sole and exclusive property of the Company and shall not be disclosed or revealed by the Astrologer, except to other Company Astrologers who have a legitimate need to know such information and who have agreed to be bound by the terms of this Agreement.
- 6.4.3 The Astrologer agrees that, even after the termination of this Agreement, he/she will continue to maintain the confidentiality of all Confidential Information and will not disclose any Confidential Information.

7. NON-SOLICITATION AND NON-COMPETE CLAUSE

- 7.1 The Astrologer hereby agrees that, while they are engaged by the Company, the Astrologer will not:
 - 7.1.1 hire or contract any other Astrologer of the Company to work for another Platform or business during the term of this Agreement.
 - 7.1.2 disclose any internal policies, procedures, or proprietary information of the Company to any Astrologers, contractors, owners, or any other individuals or entities associated with any competing Platform.
 - 7.1.3 provide credentials and access to the Company application ("App") to any individual, including but not limited to Astrologers, contractors, owners, or any person associated with competing Platforms
 - 7.1.4 directly or indirectly, solicit, attempt to solicit, canvass, or interfere with any customer or supplier of the Company in a manner that conflicts with or interferes with the business operations or interests of the Company as conducted with such customer or supplier.
- 7.2 The Astrologer agrees that the Company is entitled to an exclusive right of distribution of image of the Astrologer on any social media platforms during the term of this Agreement.
- 7.3 Any breach of this clause will lead to the immediate and permanent deactivation of your profile without prior notice, along with a fine of INR 11000/- (Indian Rupees Eleven Thousand Only) imposed by the Company's Compliance team.

8. CONFIDENTIAL INFORMATION

8.1 Confidential Information shall mean

- 8.1.1** all information relating to the Company's products, business and operations including, but not limited to, financial documents and plans, astrological predictions, astrological data, analysis of horoscope, astrological methods, material, customers, suppliers, manufacturing partners, marketing strategies, vendors, products, product development plans, technical product data, product samples, costs, sources, strategies, operations procedures, proprietary concepts, inventions, sales leads, sales data, customer lists, customer profiles technical advice or knowledge, contractual agreements, price lists, supplier lists, sales estimates, product specifications, trade secrets, distribution methods, inventories, marketing strategies, source code, software, algorithms, data, drawings or schematics, blueprints, computer programs and systems and know-how or other intellectual property of the Company and its Affiliates that may be at any time furnished, communicated or delivered by the Company to the Astrologer, whether in oral, tangible, electronic or other form;
- 8.1.2** the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement;
- 8.1.3** information acquired during any tours of the Company's facilities; and
- 8.1.4** all other non-public information provided by the Company whatsoever.

All Confidential Information shall remain the property of the Company and is entitled to be protected.

8.2 Specific Information as specified herein under that is competitively sensitive material and not generally known to the public, will fall under the umbrella of Confidential Information:

- 8.2.1 "Accounting Information"** which encompasses all records and documents pertaining to financial activities, including but not limited to books of accounts, tax returns, financial statements and reports, financial forecasts, and projections, pricing lists and pricing forecasts, purchasing lists and purchase order information, supplier costs and discount details, as well as memos and correspondence related to financial or purchasing matters.
- 8.2.2 "Business Operations"** which encompasses all astrological predictions,

horoscope analyses, data, processes, materials, proprietary information, ideas, or any related concepts, whether existing or in development, that pertain to the Company's daily and long-term strategic plans for conducting its business activities.

- 8.2.3 **“Computer Technology”** which encompasses all forms of computer hardware, software, and any other tangible or intangible equipment or code, whether currently existing or under development.
- 8.2.4 **“Customer Information”** which encompasses the names of entities or individuals, including their Affiliates and representatives, to whom the Company provides or sells its services or goods. This includes all associated information such as leads, contact lists, sales plans, and notes, shared, and learned sales data including pricing sheets, projections or plans, agreements, and any other related data.
- 8.2.5 **“Intellectual Property”** which encompasses patents, trademarks, service marks, logos, trade names, internet or website domain names, design and schematic rights, copyrights (including software rights), moral rights, and database rights, whether registered or unregistered. This includes applications for registration and covers all such rights in any form globally.
- 8.2.6 **“Proprietary Rights”** which encompass all rights, whether registered or unregistered, related to patents, copyrights, trade names, domain names, logos, trademarks, service marks, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, and other similar rights or interests in intellectual property, whether these rights are protected under contract or by law.
- 8.2.7 **“Marketing and Sales Information”** which encompasses all aspects related to customer leads, sales targets, sales markets, advertising materials, sales territories, sales goals, and projections, as well as the sales and marketing methodologies or practices. This also includes training manuals and other documentation pertinent to the sales, marketing, and promotional endeavours of the Company and its products or services.
- 8.2.8 **“Procedures and Specifications”** which encompasses all procedures, specifications, criteria, standards, methods, instructions, plans, or other directives established by the Company for the manufacturing, preparation, packaging, labelling, and sale of its products or services.
- 8.2.9 **“Product Information”** which encompasses all details pertaining to the Company's products, which are either currently for sale, being manufactured, marketed, or listed. This includes any fixes, revisions, upgrades, or versions. The term

comprehensively covers all related data, software, and documentation.

8.2.10 **“Service Information”** which encompasses various services provided by the Company, including the methods, specifics, techniques, skills, training involved and all associated data, software, and documentation that support these services.

8.2.11 **“Software Information”** which encompasses proprietary computer programs developed by the Company. This includes all associated fixes, upgrades, new versions, enhancements, modifications, edits, conversions, and replacements, whether in machine-readable form or as documentation and materials. It also covers all copies and translations of such programs, documentation, and materials, irrespective of their form or storage media

8.3 Obligations pertaining to Confidential Information as stipulated herein above in Clause 7.4 shall not apply to any information:

8.3.1 which is or becomes publicly known and available through means other than an unauthorized disclosure by the Astrologer

8.3.2 which is disclosed by the Astrologer with the Company’s prior written permission and approval;

8.3.3 which is disclosed by the Astrologer as an obligation towards any Applicable Law, governmental agency, or regulatory authority. Furthermore, any such disclosure must be communicated to the Company through a formal written notice.

9. DISCLAIMER OF ACCURACY AND COMPLETENESS

The Company makes no representation or warranty, whether express or implied, concerning the accuracy, completeness, or reliability of any Confidential Information provided. All such information is provided on an "as-is" basis, and the Company disclaims all liability for any errors, omissions, or inaccuracies contained therein. Astrologer is advised to independently verify the information and are responsible for their own use of the Confidential Information.

10. INDEMNITY

10.1 The Astrologer agrees to indemnify and hold harmless the Company or its Platform from and against all liabilities, Claims, actions, suits, proceedings, judgments, settlements, penalties, fines, costs, and expenses, including but not limited to legal fees and costs of defence, arising out of, or related to any Claims or proceedings brought against the Company

in connection with the Astrologer's performance of duties under this Agreement. This indemnification obligation shall extend to any amounts paid by the Employer in settlement of Claims, whether such settlement occurs before or after the commencement of legal proceedings, and shall be in addition to any other rights or remedies available under applicable law, by-laws, agreements, or otherwise.

10.2 The Astrologer agrees that Company disclaims any liability with respect to any Claim, suit or action brought by a member in connection with provision of any services by the Astrologer (including, without limitation, representations by the Astrologer as to its qualifications and advice provided) through the Company's service and further agrees to indemnify and hold the Company harmless in connection with any such Claim and any damages or expenses arising therefrom.

10.3 Notwithstanding anything to the contrary contained herein, Company's liability to the Astrologer for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by the Astrologer to Company Portal for the usage during the term of Agreement in force.

11. MISCELLANEOUS

11.1 COUNTERPARTS

This Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument. Any Party may execute this Agreement by signing any one or more of such originals or counterparts.

11.2 NOTICES

Notices, demands or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given if: (a) delivered personally; or (b) sent by international courier service, if addressed to the concerned Party as follows:

For Company

Email:

Address:

Attention:

For Astrologer

Email:

Address:

Attention:

11.3 ASSIGNMENT

This Agreement cannot be assigned, delegated, or transferred, whether by operation of law or otherwise, by either Party, without the prior written consent of the other Party, and any attempted delegation or transfer of rights, duties, or obligations under this Agreement without such written consent shall be void and of no effect.

11.4 SUCCESSORS

This agreement shall be assigned by the Company to any successor employer and be binding upon the successor employer. The Employer shall ensure that the successor shall continue the provisions of this Agreement as if it were the original party of the first part.

11.5 FORCE MAJEURE

Neither Party shall be considered in material breach of this Agreement, nor liable to the other Party, due to any delay or failure in fulfilling its obligations under this Agreement if such delay or failure is caused by an event beyond its control (a "Force Majeure Event"). Such events include, but are not limited to, Acts of God, natural disasters, acts of civil or military authority, government priorities, fires, floods, epidemics, pandemics, strikes, lockdowns, wars, riots, terrorist acts, or accidents.

11.6 AMENDMENT

This Agreement may be amended only by way of a written agreement duly signed by the authorized representatives of the Parties and specifically referring to itself as an amendment to this Agreement

11.7 GOVERNING LAW AND DISPUTE RESOLUTION

11.7.1 This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws applicable to the Republic of India.

11.7.2 If any dispute arises as to the terms of this Agreement, the Parties agree to select a mutually acceptable neutral third party to help them mediate within 1 (one) month

from delivery of notice by one Party to the other Party. If the mediation is unsuccessful, the parties agree that the dispute shall be decided by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996.

11.7.3 The decision of the arbitrator shall be final. Costs and fees (other than any attorney's fees) associated with the arbitration shall be shared equally by the Parties. Each party shall be responsible for its attorneys' fees, travel costs and miscellaneous expenditures of Parties associated with arbitration.

11.7.4 The venue and seat of arbitration shall be **Mumbai, India**. The Parties irrevocably submit to the exclusive jurisdiction of a competent court in Mumbai and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

11.8 SEVERABILITY

Every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision or provisions of this Agreement are unenforceable such provision or provisions shall be deemed to be deleted from this Agreement and any such deletion shall not affect the enforceability of the remainder of this Agreement not so deleted provided the fundamental terms of the Agreement are not altered.

11.9 WAIVER AND CONSENTS

No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power, or remedy. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Astrologer Signature

Astrologer Full Name

Company's Representative Signature

Company Representative Full Name