

Work for Hire Agreement with Non-Disclosure and Copyright Provisions

This Work for Hire Agreement (the "Agreement") is entered into on 30th December 2024 by and between:

Client: Julie Coyette, an individual residing at 137 Chemin du Starfu, 73590 Saint-Nicolas-La-Chapelle, France (hereinafter referred to as the "Client") and

Service Provider: Calcite Technologies, a company registered under the laws of Pakistan, with its principal place of business at Innovista Rawal, DHA - 1, Islamabad, Pakistan (hereinafter referred to as the "Service Provider")

WHEREAS, the Client wishes to engage the Service Provider to perform certain services, and the Service Provider agrees to provide such services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Client and the Service Provider (individually, "Party" and collectively, "Parties") hereby agree as follows:

1. Scope of Work

- 1.1. The Service Provider agrees to perform the following services (the "Services") for the Client: TBD (Briefing document in progress)
- 1.2. The specifications of the Services may be modified upon mutual written agreement between the Parties.

2. Work for Hire and Copyright

- 2.1. The Parties expressly agree that all work created by the Service Provider under this Agreement (the "Work Product") shall be considered "Work for Hire" under applicable copyright laws.
- 2.2. From the commencement of the Agreement, the Client shall own all rights, title, and interest in the Work Product, including all intellectual property rights.
- 2.3. The Service Provider hereby irrevocably assigns to the Client all intellectual property rights in the Work Product and agrees not to claim any ownership or rights over the Work Product.
- 2.4. The Service Provider warrants that all work is original, does not infringe on third-party rights, and complies with applicable copyright laws.
- 2.5. The Service Provider agrees to execute any documents necessary to perfect the assignment of intellectual property rights to the Client.
- 2.6. The Service Provider acknowledges that moral rights in the Work Product, as defined under the Copyright Ordinance, 1962 of Pakistan and the French Intellectual Property Code, cannot be assigned. However, the Service Provider agrees to waive such moral rights to the fullest extent permitted by law.

3. Confidentiality and Non-Disclosure

3.1. The Service Provider agrees to treat all information, materials, and deliverables related to this Agreement and the Client's business as strictly confidential ("Confidential Information")

3.2. The Service Provider shall not disclose any Confidential Information to any third party without the prior written consent of the Client

3.3. The confidentiality obligations under this Agreement shall survive the termination of this Agreement

3.4. Upon termination of this Agreement or at the Client's request, the Service Provider shall return or destroy all Confidential Information in its possession.

4. Independent Contractor Relationship

4.1. The Service Provider is an independent contractor and not an employee, partner, or joint venture participant of the Client.

4.2. The Service Provider shall be solely responsible for all taxes, withholdings, and other similar statutory obligations related to its performance of Services under this Agreement.

5. Warranties and Representations

6.1. The Service Provider warrants that: a) All work created under this Agreement is original and does not infringe upon any third-party rights 1. b) It has the right and authority to enter into this Agreement and perform the Services. c) It shall comply with all applicable laws and regulations of Pakistan in performing the Services.

6.2. The Service Provider shall disclose and properly license any third-party materials used in the Work Product.

7. Termination

7.1. Either Party may terminate this Agreement with written notice if the other Party breaches any material term of this Agreement and fails to cure such breach within 15 days of receiving notice.

7.2. Upon termination, the Service Provider shall deliver all completed and partially completed work to the Client.

8. Dispute Resolution

8.1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of France.

8.2. Mediation First

In the event of a dispute, the Parties agree to attempt to resolve the issue amicably through mediation. The mediation shall be conducted remotely via video conference. The language of mediation shall be English.

8.3. Arbitration as a Last Resort

If mediation fails to resolve the dispute within 30 days of notice, the dispute shall be finally resolved through arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC). The place of arbitration shall be Dubai, United Arab Emirates, as a neutral and convenient location. The language of arbitration shall be English.

9. Compliance with Laws

9.1. The Service Provider agrees to comply with all applicable laws and regulations of Pakistan in performing the Services under this Agreement.

9.2. Both Parties acknowledge their responsibility to comply with their respective national laws regarding taxation and reporting of international transactions.

10. Entire Agreement

10.1. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and understandings, whether written or oral 1.

10.2. Any modification to this Agreement must be made in writing and signed by both Parties.

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

CLIENT:

[NAME]

SERVICE PROVIDER:

Calcite Technologies Pvt. Ltd Represented by **Sheikh Zain Ud Din - Chief Executive Officer**



Dated: 30th December 2024