

CONTRACTOR AGREEMENT

THIS AGREEMENT made as of the 13th day of July, 2020 (effective date), between

TopSource Support Services Private Limited, with Company Identification Number (CIN: U93000PN2014PTC150131) and having its registered office at 3rd Floor, Gamma 1, Giga Space, Viman Nagar Pune – 411014, India (hereinafter referred to as "TopSource")

and

Mr. Vikash Kumar Son of Satya Narayan Singh residing at Sanha Naya Tola

(PAN: _____) (herein referred as Contractor)

TopSource and the Contractor are hereinafter individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS the Company desires to obtain the services of the Contractor, for the purpose of providing services to Company's client i.e., Bytedance India Private Limited, and the Contractor desires to render such services to the Company on the terms and conditions set forth.

IN CONSIDERATION of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

1. Services Provided

Subject to the terms and conditions of this Agreement and at Company's request and direction, Contractor will perform the services described below (the "Services"):

- a. The Company is looking to hire the services of freelancers/contractors, who will generate short Video-based (6-15 minutes) or Text Based (depending on the project) educational support content across multiple subjects including mathematics, physics, chemistry, biology etc. The videos will be created using a digital pen and pad along with an audio voice over, where the content being created is simply screen casted on the computer. The video production process should not include any live studio style recording, animation or additional production equipment. The text based content would be created either Handwritten in the prescribed format or on the companies platform as per the guidelines.
- b. The videos/Text will go through an evaluation process and be approved. Only approved videos/Text will be considered as "deliverables" under this Agreement and eligible for compensation under Clause 2 below.

In carrying out, the services under this agreement, the Contractor shall comply with all Company and its Client's policies, procedures, rules and regulations, both written and oral, as are announced by the Company Client from time to time. In case of any queries related to your work please contact email id- info@souvelancer.com.

2. Compensation

- a. As compensation for the services provided by the Contractor, the Contractor shall be paid as mentioned in Annexure 1 and/or Annexure 2. All Video/Text solutions should be submitted to the Company or as per instructions of the Company, and payment will be made only for the

Video/Text solutions accepted by the client of Company. The client's decision in this regard will be considered as final, and Contractor shall not raise any dispute in this regard.

- b. The Contractor mentioned in paragraph (a) shall be paid on a project basis. If there is no Video/Text solutions accepted by the Client in a particular week, then no compensation will be due to the Contractor from the Company.
- c. No additional compensation or reimbursements of expenses will be made to Contractor other than as mentioned in this Agreement.
- d. Such payments shall be subject to withholding tax deductions by the Company, as per the Income tax laws. PAN is mandatory for all Contractors, prior to receiving any payments from the Company.
- e. The Contractor is an unregistered entity under GST laws. The pricing is inclusive of all taxes, if any that may be chargeable to the Company by the contractor.

In case of any queries related to your pay out please contact email id- SolveLancer@topsource.co.in.

3. Additional Compensation

The Contractor will be eligible for Additional Compensation as per Annexure 1 and/or Annexure2 (enclosed). Contractor's target incentive percentage, whether the Contractors receives a monthly incentive for any given month, and the amount of any such monthly incentive, will be determined by the Company in its sole discretion based upon the Company's achievement of role objectives and milestones.

4. Term and Termination

- a. This Agreement will commence on the Effective Date and shall remain in effect for an initial period of 3 (three) months, unless sooner terminated pursuant to the provisions of Section 4(b) below and thereafter shall automatically continue in effect unless either party terminates this Agreement.
- b. Either party may at any time, for convenience and without assigning any reasons there for, terminate this agreement by giving not less than one (1) month written notice to the other party.
- c. The Company can terminate the agreement without notice or payment in lieu of notice, for enough cause.
- d. At the time of termination, the Contractor agrees to return any property of the Company or its Client, that is in his possession.

5. Non-Competition

It is further acknowledged and agreed that following termination of the Contractor's agreement with the Company for any reason(s), the Contractor shall not:

- a. hire or attempt to hire any current Contractors of the Company.
- b. solicit business from current vendor/clients or clients who have retained with the Company in the Two (2) months period immediately preceding the agreement termination.

6. Intellectual rights:

The Contractors agrees that the Company shall have all the intellectual property rights of all the materials produced by the Contractor for which they have been paid under this Agreement.

Any and all inventions, improvements, discoveries, modifications, developments, innovations, enhancements, including but not limited to computer software, and intellectual property of any kind conceived or developed by the Contractor pursuant to this Agreement, whether or not patentable and whether or not they are made, conceived or reduced to practice during working hours or using the Company's data or facilities, shall be the exclusive property of the Company and the Contractor hereby assigns all rights, title, and interest in the same to the Company. Any such assignment by the Contractor shall be worldwide, royalty-free, absolute, irrevocable and perpetual. Contractor agrees that, notwithstanding the provisions of Section 19(4) of the (Indian) Copyright Act, 1957, any assignment of the intellectual property rights by the Contractor shall not lapse nor shall the rights assigned or licensed (as the case may be) revert to Contractor, even if the Company does not exercise the rights under the assignment within a period of one year from the date of such assignment or licence. The Contractor waives any right to raise, and agree not to raise, any objection or claim before the Indian Copyright Board with respect to the assignment pursuant to Section 19A of the (Indian) Copyright Act, 1957. The Contractor shall not retain any right to use any of the items assigned under this clause and hereby agree not to challenge the validity of any such assignment. If any intellectual property right under this Agreement cannot be assigned under law, the Contractor, hereby irrevocably and unconditionally waives the enforcement of such rights and all claims and/or causes of action of any kind against the Company in respect thereof.

The Contractor shall, whenever requested to do so by the Company, whether during or after the termination of the Services hereunder, at the cost of the Company execute and sign any and all applications, assignments and other instruments which the Company may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid intellectual property in such countries as the Company may direct and to vest in the Company the whole, right, title and interest therein for all such work done during the term of this engagement and pursuant to this Agreement.

7. Release and Warranties:

In connection with the deliverables submitted, the Contractor, as well as any other parties participating in such services at the direction of or by the request of the Contractor, the Contractor hereby grants the following rights and permissions:

- a. the Company has the absolute right and permission to take, use, reuse, publish, and republish video and/or photographic images (in any media whether electronic, digital, recorded or otherwise) made through any medium and in any and all media now or hereafter known.
- b. Contractor specifically consents to the digital compositing or distortion of any such media, including without restriction any changes or alterations as to color, size, shape, perspective, context, foreground or background.
- c. Contractor releases, discharges, and agrees to hold harmless and defend client of Company and/or the Company, its legal representatives or assigns, and all persons acting under its permission or authority or those for whom client of Company and/or the Company is acting, from any liability by virtue of any reason in connection with the making and use of such deliverables, including without limitation any claims for libel or violation of any right of publicity or privacy.
- d. Contractor hereby warrants that they have legal authority to make such an agreement on behalf of any personnel of Contractor as well as any other parties participating in such project

at the direction of or by the request of Contractor or minor present in connection with the Services.

- f. This release contained in this Section 7 shall be binding upon the Contractor, and Contractor's respective heirs, legal representatives, and assigns. Contractor hereby further represents and warrants to the Company that:
- i. the Services will be performed in a competent and professional manner by Personnel skilled in the relevant areas of expertise, and the Services and Deliverables will meet the specifications in this Clause 1 (a) of this Agreement;
 - ii. the provision of the Services and the Deliverables, and all Work Product, do not and will not (i) infringe, misappropriate or otherwise violate the Intellectual Property of any third party, and (ii) violate any laws, orders, considerations, any decision from government institutions in which the Parties are related to, including but not limited to the anti-corruption laws and policy being adopted by the Company;
 - iii. the Deliverables are not or will not be subject to any adverse claims, including without limitation, restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments;

8. Limitation of liability:

Company shall not be liable to the Contractor or to any other party for any loss of profits, loss of business, loss of business opportunities, loss of savings, loss of anticipated savings, punitive damages, loss of goodwill or injury to reputation, whether direct or indirect, or for any indirect, incidental, consequential or special losses or damages pursuant to this agreement regardless of the form of action, whether in contract, strict liability or tort (including negligence), and regardless of whether Company was advised of the possibility of such losses or damages. In any event and under all circumstances, notwithstanding anything to the contrary under this Agreement, the liability of the Company shall be strictly limited to the amounts paid to the Contractor under this Agreement.

9. Confidentiality and Non-disclosure Clause

"Confidential Information" shall mean all information (verbal or documentary) exchanged between the Parties hereto, whether directly under this Agreement or incidentally thereto and shall include all the Company and third party (including any client or customer) information which is proprietary and not available to the general public. Confidential Information shall further mean any tangible expression of such information including, without limitation, software programmes, flowcharts, graphic art, images, photographs, copyright materials, advertising material, packaging material, documents, plans, notes, renderings, journals, notebooks, methods, ideas, know-how and business information such as sales and marketing materials, plans, accounting and financial information, trade secrets, credit information on customers, list containing the names, addresses and business needs of customers, sales reports, price lists, personnel records including the names and addresses of the Company's employees, contractors, sub-contractors and other information which is accessed, created, received, exploited, developed or obtained by the Contractor and shall further include any confidential or proprietary information owned by any other person or entity and furnished by such person or entity pursuant to an undertaking to maintain the same in confidence.

The Contractors shall not disclose Confidential Information to any third party without the permission from Company. Contractors are required to maintain an appropriate standard of confidentiality in

relation to the Confidential Information. Any disclosures of Confidential Information made by Contractor without approval of Company shall be considered as a major breach of the terms of this Agreement.

10. Miscellaneous:

a. Independent Contractor

Nothing in this Agreement shall create any association, partnership or joint venture between the parties hereto, it being understood and agreed that the parties are independent contractors and neither party shall have the power or authority to obligate the other in any way. The Contractors shall not be deemed employees of the Company or the client of the Company.

b. Force Majeure

Company shall not be responsible for the failure to perform or any delay in performance of any obligation hereunder where such failure is directly caused due to acts of God, labour disturbances, accidents, fires, floods, strikes, wars, riots, terrorism, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party shall be extended by the period of such delay.

c. Dispute resolution and Jurisdiction

All disputes arising in connection with this agreement shall be settled, if possible, by amicable negotiation of the parties. If the dispute is not resolved by negotiations within 30 days or such later date as may be agreed between the parties, then the dispute shall be submitted to arbitration before the sole the arbitrator appointed by the Directors of the Company. The arbitration shall be conducted in the accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. Arbitration shall be held at Pune and the language will be English.

This Agreement shall be governed by and construed in accordance with the Laws of India without regard to its conflicts of laws provisions, and shall be subject to the exclusive jurisdiction of the Pune courts.

d. Entire Agreement

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the services provided by the Contractor to the Company and shall be amended or modified only by written instrument signed by both of the parties hereto.

For and on behalf of:

TopSource Support Services Pvt. Ltd.

For and on behalf of the Contractor:



NAME: Sachin Disa

DESIGNATION: Director

DATE: 13/07/2020

NAME: _____

DATE: _____

ANNEXURE 1

PAYOUT

GRADE OF VIDEO	PAY PER VIDEO (INR)
K6 - 8	60
K9 - 10 & Foundation	80
K11 - 12	100
Competition- NEET	110
Competition- JEE Main	120
Competition- JEE Advanced	150

*The payment of Pay Per Video will be on a weekly basis.

TARGET INCENTIVE SCHEME

TARGET	PAYOUT (INR)
35 questions per day quality approved	5% additional payout
200 Quality approved Videos per week	700
700 Quality approved Videos per month	3500

*The incentive payout will be on a monthly basis.

REFERRAL INCENTIVE SCHEME

PAYOUT (INR per referral)
1000

*The Referral Incentive payout will be made after a cool down period of 3 Months, ie. the referral must have completed 3 months of association as per minimum target for the release of payout to referee.

ANNEXURE 2

SolveLancer Platform Production Payout

Dear Freelancers,

Please check the following payout, this pay will be your base income, you will receive multiple incentives and bonuses while you are working on the platform.

We are working to provide a freelancer-friendly platform for all our users, please enjoy earning. If you encounter any delay of reply please don't be worried, just sit back and relax, our team will take care of you and solve your concerns.

Should you have any **payment related** questions please email: finance@solveancer.com

Content Producer				
Grade	6-8	9-10	11-12	JEE
Pay	₹10.8	₹12.96	₹21.6	₹27

Quality Check				
Grade	6-8	9-10	11-12	JEE
Pay	₹1.4	₹1.75	₹2.8	₹3.5