



MASTER CONTRIBUTOR AGREEMENT

THIS MASTER AFFILIATE AGREEMENT IS EXECUTED ON THIS [EXECUTION DATE] AT HISAR (HARYANA)

BETWEEN

TechQuint Services & Consulting Pvt. Ltd, a company incorporated under the Companies Act, 1956, and having **CIN U74999HR2016PTC066890** and its registered office at **554, Urban Estate – II, Hisar, Haryana - 125005** and its principal office at 2nd Floor, Kamala Tower, Above ICICI Bank, Red Square Market, Hisar, Haryana - 125001 (**hereinafter** referred to as “**1STSCHOLAR**” or “**COMPANY**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns);

AND

[contributor name] aged about **[XX]**, residing at **[contributor complete address]** (**hereinafter** referred to as “**CONTRIBUTOR**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his / her successors-in-interest and assigns).

Company and the Contributor shall be hereinafter referred to as “**PARTY**” individually, and collectively as “**PARTIES**”.

A. **WHEREAS** the Company is engaged in the business of

- (i) developing, designing, distributing, and delivering curriculum-based examination or content, pertaining to the learning / skilling in Subject(s) that is relevant to students from kindergarten to all classes, in the Indian or International educational scenarios; and
- (ii) providing support facilities to complement aligned Subject(s) learning / assessment, in the Indian or International markets (“**BUSINESS**”); and
- (iii) developing, designing, coding, and promoting website and / or application to carry out the business in Indian or International markets.

B. **WHEREAS** the Contributor has approached the **1stScholar** that he / she is keen to join the **1stScholar Contributor Program**, a program run by company to engage and appoint individuals as contributors, of using the copyrighted and patented Data, Tools and Materials owned and belonging to the company to provide the questions, solutions, and explanations thereof aligned Subject(s), as may be referred to him / her or enrolled by his / her own efforts.

C. **AND WHEREAS** the Company has in principle agreed to enter into an agreement with the Contributor to provide a limited right to access the Data, use the Tools and Materials, Curriculum, Intellectual Property (IP) belonging to the Company, design, pattern, and syllabus prepared and developed by the Company for conducting the examinations of aligned Subject(s) to the students enrolled by the Company directly or indirectly. The Contributor hereby agrees to access the database, use the curriculum, logo, design, pattern, and syllabus prepared and developed by the



Company on a limited use basis, for providing the questions, solutions, and explanations on the terms and conditions mentioned hereafter in this Agreement.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Definitions:

Unless defined elsewhere in this Agreement, defined and capitalized terms used in this Agreement shall have the same meaning as set out herein below.

- a. **“AGREEMENT”** shall mean the agreement entered between the Contributor and the Company and as modified from time to time.
- b. **“www.1stScholar.com”** or **“WEBSITE”** or **“PORTAL”** or **“APP”** means the platform developed by the company to carry out the business of the company shall have the meaning ascribed to such term in Clause 5 (a) (i) below.
- c. **“APPLICABLE LAW”** shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, Order, decree, byelaw, government approval, directive, guideline, requirement, or other governmental order, having the force of law of any of the foregoing, by any governmental, regulatory, or judicial authority having jurisdiction.
- d. **“PROPRIETARY DATA”** shall mean, collectively, System, the Curriculum and the App including all the data.
- e. **“REGISTERED USER(s)”** means the user, teacher, institute and /or the parent who enrolls themselves to use, practice, hone, test, compete, clearing doubts of the subject / curriculum or otherwise in terms of this Agreement.
- f. **“CURRICULUM”** shall have the meaning ascribed to such term in Clause 5 (a) (ii) below.
- g. **“DATA”** or **“TOOLS AND MATERIALS”** means all services and data related to the access and use of the System, the Curriculum, and the App, including data related to the Registered Users, the Contributor and all materials, books, teaching aids, tutoring materials, etc. developed and deployed by Company or used by Contributor relating to or connected with the provision of program via the System, or otherwise.
- h. **“EFFECTIVE DATE”** shall mean date of agreement execution.
- i. **“EVALUATION PROCESS”** means the process adopted by the Company from time to time to evaluate potential Contributor, and which may include but not be limited to
 - (i) online registration to the program.
 - (ii) screening for submitted documents to support contributor qualifications.
 - (iii) orientation programs offered by the company.
 - (iv) online submission of questions with solutions and explanations.
 - (v) question review process.
 - (vi) feedback / challenge received from user on the submitted questions.
 - (vii) resolution by the contributor to the queries raised by 3rd person.



(viii) 1-on-1 interview with the designated personnel of the company.

- j. **“APPLICABLE RATE”** shall have the meaning as decided by company from time to time and displayed on the website / portal.
- k. **“PARTY / PARTIES”** shall mean the Contributor and/or Company, as the case may be.
- l. **“PROMOTION MATERIALS”** shall have the meaning ascribed to such term in Clause 5(b) below and in Data herein above.
- m. **“SYSTEM”** shall have the meaning ascribed to such term in Clause 5(a)(i) below.
- n. **“PROGRAM”** means the 1stScholar Contributor Program developed by the company for its registered contributors to use the portal effectively as an when required by contributor.
- o. **“PAYOUT PERIOD”** means the number of days for which the contributor has worked from the last payouts. Usually, the period is defined as 30 days.
- p. **“CONTRIBUTOR FEE”** means fees charged by 1stScholar to Contributor towards
 - (i) providing of limited right to access the Data, use the Tools and Materials, Curriculum, Intellectual Property (IP) belonging to the Company, design, pattern, and syllabus prepared and developed by the Company for contribution of questions, solutions, and explanations of aligned Subject(s) to the portal.
 - (ii) Such other services rendered under this Agreement.

2. **Period and Term:**

This Agreement shall be deemed to have come into force with effect from the Effective Date and shall remain in effect unless otherwise terminated by the Parties pursuant to Termination provisions set out herein.

3. **Appointment on Non-Exclusive Basis and Non-Compete Obligations:**

- a. The Contributor hereby acknowledges that he / she is operating as the Contributor from above given address or any address (**“OPERATIVE ADDRESS”**), and company hereby grants the Contributor with the permissions to use Company’s Tools and Materials for providing the questions, solutions, and explanations complying the guidelines and terms as mutually agreed herein and using the Contributor rights on the Tools and Materials developed and owned by the Company has also with a limited license of using the Company’s IP rights.
- b. The Contributor understands and acknowledges that the agreement executed by him / her with the Company is non-exclusive in nature and the Company may, based on an assessment of demand, execute another agreement with any other Contributor within the same Locality, Location or in City.
- c. During the Term of this Agreement, the contributor hereby agrees not to, directly or indirectly, get involved in any manner whatsoever, or participate in the ownership, management, operation, or control of, or be otherwise connected in any manner whatsoever with any entity or person which directly or indirectly engages anywhere in the world in a



commercial activity identical or similar to, or one that competes with the business of the Company.

4. Consideration and Payment Terms:

The Parties have agreed on a consideration structure, the details of which are outlined in **Annexure A (“Consideration and Payment Terms”)** to this Agreement which both Parties agree, as constituting sufficient and valid consideration for performance of their respective obligations under this Agreement.

5. Obligations of the Company:

The Company shall at all times during the term:

- a. develop, design, operate and maintain:
 - (i) its proprietary **“System”** or **“Tools and Materials”** comprising of (all the below being referred to as the **“System”**)
 - (a) curriculum
 - (b) it’s under development, proprietary App **“1stScholar”** and such other Apps developed and deployed in future.
 - (c) website
 - (d) competitive events
 - (e) scholarship based national level competitions
 - (f) question bank
 - (g) any other components that may be added to the System from time to time.
 - (ii) its proprietary **“1stScholar Curriculum”** (hereinafter referred to as **“Curriculum”**)
 - (iii) its proprietary **“1stScholar Test Series”** (hereinafter referred to as **“Test Series”**)
- b. design all promotional materials that may be required by the Contributor to promote the 1stScholar (all such materials being hereinafter referred to as **“Promotion Materials”**).
- c. provide the Contributor with a secure login to the System, so as to enable the Contributor
 - (i) to track earnings;
 - (ii) to track contributions; and
 - (iii) to record all such data as may be required by the Company, including for the purposes of maintaining the most current data pertaining to each submitted question, to track the process of the submitted question, and for training and assessment purposes of the Contributor.
- d. provide the earning detailed report of subject wise category wise contributions and earnings thereof, links or web application to understand the breakups / collective earnings for the work performed in accordance with applicable rates from time to time of this Agreement and provide details of designated bank account for benefits of Contributor.



- e. list all the approved questions, solutions, and explanation by contributor. The Company can also share the address and phone number of the Contributor with future prospect contributors; and
- f. Ensure compliance with the Consideration and Payment terms laid out in Annexure-A.

6. Obligations of the Contributor:

The Contributor shall at all times during the term:

- a. contribute as per the enrolled category during the term of the program.
- b. participate in the program for Enrolled subjects and standards and will not share / republish the questions submitted to the Company to another platform and / or competitors.
- c. maintain regular orientations with the program and updates to the same.
- d. attend all certification programs and training programs mandated by the Company from time to time, and shall be fully acquainted with, and equipped to, use the program, as well as being acquainted with the manner in which the Company expects the questions to be delivered during the term.
- e. adhere to the Company's Code of Conduct, Data Privacy Policy and Other Policies as applicable from time to time, and also the Company's stated values and principles, policies as notified on Company's website.
- f. adhere to the highest standards of ethical conduct in his / her dealings and transactions with the Company, including
 - (i) offering the genuine material;
 - (ii) refraining from the copying the material from any printed / digital media, books, guides, exam papers etc.;
 - (iii) adhering to the Company's policy on copyrighting of the content;
- g. procure at his/ her expense from any vendor, items needed to perform the activity. The Contributor should purchase his / her own mobile / tablet device and / or laptop, as the case may be, of recommended specifications and operating system as suggested by the Company.
- h. ensure uninterrupted internet connectivity on mobile / tablet device and / or laptop, so as to be able to contribute questions effectively.
- i. ensure that he / she shall have with him / her, a functional mobile phone with a valid sim card (bearing the same mobile number that he / she has registered with the Company at the time of registration in the program) ("**Registered Mobile Number**") at all times. Should there be any change in the registered mobile number be duly updated and validated in the user profile area on the portal as soon as possible.
- j. contact the designated personnel of the Company in the event he / she encounters any issues whatsoever while performing the activities the questions.



- k. ensure that the documents, Materials, and other items used by the Contributor for the working for questions not bear any trademarks, logos, stickers, graphics, or images apart from those belong to the Company.
- l. ensure that Contributor does not assign his / her obligation hereto any 3rd person to submit / review the questions.
- m. ensure that the questions submitted only within the designated place on 1stScholar portal or through the mobile app, and nowhere else.
- n. ensure that, if the questions submitted in bulk; will be processed only through the provided templates through the website or app or portal and nowhere else.
- o. strictly adhere to:
 - (i) all Company Policies; and
 - (ii) provisions of Applicable Law while performing the activities on the system and follows all tax liabilities and obligations in relation to self.
- p. approach the Company directly in the event he / she has to report any grievances, complaints, or issues that he / she may have encountered / suffered in relation to the program. Under no circumstances shall the Contributor directly or indirectly report any such grievances, complaints, or issues in relation to the program to the 3rd party or publicize any such grievances, complaints, or issues.
- q. do not do anything or make any statement in any media or form whatsoever that can cause harm to the Company's brand, reputation, or business.
- r. maintain strict confidentiality of the business Data and other information belonging to the Company, and unless expressly authorized by the Company, shall not share such details to any 3rd party. The Contributor agrees and acknowledges that he / she shall be solely responsible for any breach of the above, whether or not the same have been authorized by him / her, and.
- s. undertake and ensure that
 - (i) no resident or worker or employee or person working or employed at the Contributor's premises have any criminal record and / or have been involved in any objectionable, criminal, or untoward incidents in the Contributor premises and/or
 - (ii) such Personnel are at all times, under the supervision of and are the solely the responsibility of Contributor. It is clarified that at no time or occasion shall the Company be responsible or liable for any acts, omissions committed by or on account of the Contributor shall keep the Company, its officers, employees, representatives, and agents indemnified for any claims, losses and / or damages incurred by the Company as a result of any such act or omissions (criminal or otherwise) committed by such person.

7. Representation, Warranties and Covenants of the Contributor:



The Contributor hereby represents, warrants, and covenants that:

- a. he / she has full knowledge and understanding of, and the required expertise to contribute, the questions that are required to be provided under the Agreement.
- b. he / she shall follow the Contributor Evaluation Process, as mandated by the Company from time to time.
- c. the Agreement does not conflict with any of the Contributor's existing contracts.
- d. he / she shall inform the Company upon becoming aware of any event (actual or anticipated) or other development which is reasonably likely to have a material impact upon his / her ability to comply with its obligations under the Agreement.
- e. there is no criminal record / conviction or judicial proceeding against him / her or against any person residing with him / her, at the time of his / her engagement;
- f. he / she shall strictly follow all Applicable Law, now or hereafter in effect, relating to his / her performance of the Agreement and that he / she shall keep in full force and effect all licenses, permits, authorizations, registrations, and qualification from any governmental authority to the extent necessary to perform her obligations hereunder and shall not breach any agreement, covenant, court order, judgment, or decree to which he / she is bound by.
- g. he / she has read and agreed to the payment mechanism and has granted his / her implicit and clear consent and confirmation to the same including informing Company about any change in his / her tax liability status.
- h. The Company shall, upon request, be entitled to review permissions / approvals /no-objections from time to time, and the Contributor's failure to maintain any of the foregoing shall constitute a material breach of the Agreement.

Each Party represents and warrants to the other Party that:

- a. it has full power and authority to execute, deliver and perform the Agreement.
- b. it has taken all necessary action to authorize the execution, delivery, and performance of the Agreement; and
- c. the Agreement constitutes its legal, valid, and binding obligation enforceable against it in accordance with the terms hereof.

8. Relationship with the Company:

The Contributor acknowledges and agrees that the Company's provision to the Contributor of the license to use the System, the Curriculum, the App and / or the Materials creates a direct business relationship between the Company and the [contributor name] as the 1stScholar and Contributor. The Company does not, and shall not be deemed to, direct or control the Contributor generally or in the Contributor's performance under the Agreement including in connection with the delivery of questions by the Contributor and the Company expressly disclaims all liability for any act or omission of the Contributor or other 3rd party. The Contributor



acknowledges and agrees that he / she has complete discretion to provide the questions or otherwise engage in other business or employment activities (except as otherwise agreed in the Agreement). In addition to the above, the Parties also acknowledge that this Arrangement is not in the nature of an employment, partnership, joint venture and the Parties do not intend to create any Principal-Agent relationship or an incorporated or unincorporated body (through their activities rendered under this Contributor Agreement) and that the scope of work and roles and responsibilities for each of the Parties have been clearly defined under this Agreement and will be independently executed by each. The Company retains the right to terminate the Agreement or otherwise restrict the Contributor from accessing or using the System, the App or the Materials in the event of a violation or alleged violation of the Agreement, the Contributor's disparagement of the Company, or any act of the Contributor that causes harm to the Company's brand, reputation or business as determined by the Company in its sole discretion.

9. Proprietary Rights & License:

- a. Subject to the terms and conditions set out in the Agreement, the Company hereby grants to the Contributor a non-exclusive, non-transferable, non-sublicensable, non-assignable associate and a limited license, during the term of the Agreement, to use
 - (i) the System;
 - (ii) the Curriculum;
 - (iii) the App;
 - (iv) the Materials; and
 - (v) the Intellectual Property (IP) of the Company, solely for the purposes of providing questions to be used by the scholars. All rights not expressly granted to the Contributor are reserved by the Company and shall be deemed to have not been granted to the Contributor by the Company.
- b. The Contributor shall not:
 - (i) license, sublicense, sell, resell, transfer, assign, create any lien, copy, extract, distribute or otherwise provide or make available to any other party the System, the Curriculum, the App, the Materials, and intellectual property and / or Data, in any way or develop or design a similar or competitive product or software;
 - (ii) modify or make derivative works based upon the System, the Curriculum, the App and / or the Materials and intellectual property and / or Data;
 - (iii) improperly use or access the System, the Curriculum, the App, and the Materials;
 - (iv) reverse engineer, decompile, modify, or disassemble the System and / or the App; or
 - (v) send spam or otherwise duplicative or unsolicited messages.
- c. The System, the Curriculum, the App, the Materials, and intellectual property and / or Data, including all intellectual property rights belonging to Company, are and shall remain the



property of Company. Neither the Agreement nor the use of the System, the Curriculum, the App, or the Materials or the IP conveys or grants to the Contributor any rights in or related to the System, the Curriculum, the App, and the Materials, except for the limited license and rights granted herein. Other than as specifically permitted by the Company in connection with the submitted questions, solutions and explanations, the Contributor is not permitted to use, display, share, register, claim title or ownership to, or reference in any manner Company's name, logo, products and service names, trademarks, service marks, trade dress, copyrights or other indicia of ownership, alone and in combination with other letters, punctuation, words, symbols and / or designs for any purposes or use any similar marks, names or title for any of his / her other goods or services.

10. Compliance Audits:

Upon notice from the Company, the Contributor shall provide the Company, its auditors (including internal audit staff and external auditors), inspectors, regulators and other reasonably designated representatives as the Company may from time to time designate in writing (collectively, the **"AUDITORS"**) with access to, at reasonable times,

- a. the 1stScholar system or any part thereof at which the Contributor is contributing the questions, solutions, and explanations; and
- b. data and records relating to such work, for purposes of verifying compliance with the Agreement (including the Contributor's compliance with her security and safety obligations and other terms of the Agreement).
- c. data and records relating to such work, for purposes of verifying genuineness of the contributions made by Contributor.

The Contributor will provide any assistance that Auditors may reasonably require with respect to such audits. All financial and non-financial transactions resulting from the Agreement shall be documented by the Contributor and subject to audit by the Auditors. The Company and the Contributor shall connect to review each audit report promptly and to agree upon an appropriate and effective manner in which to respond to the deficiencies identified and changes recommended by such audit report.

11. Disclaimer of Warranties:

The Company provides, and the Contributor accepts, Program on an **"as is"** and **"as available"** basis. The company does not represent, warrant, or guarantee that the Contributor's access to or use of the program:

- (i) will be uninterrupted or error free;
- (ii) will result in any requests for services, or



- (iii) will lead to generation or business or revenue for the Contributor. The Company makes no representations, warranties, or guarantees and will not be responsible for the actions or inactions of the users who may request or receive services from the Contributor or use the Program, and the Company does not screen or otherwise evaluate users.

The Contributor acknowledges and agrees that the program may be unavailable at any time and for any reason (e.g., due to scheduled maintenance or network failure) and the Company is not under any obligation to provide any reason for any litigation ("**DAMAGES**"), arising out of or related to

- (i) the breach of any of the Contributor's representations, warranties, covenants or obligations under the Agreement and the Standard Terms and Conditions; or
- (ii) a claim by a third party (including the Registered Users or regulatory and governmental authorities) directly or indirectly related to the Contributor's provision of contributed work; or
- (iii) any loss of damage to the property of the Company or any of its properties which is attributable to any action or omission of the Contributor; or
- (iv) any personal injury to any employee of the Company which is attributable to any action or omission of the Contributor.

12. Compliance with Laws:

Each Party shall at all times and at its own expense

- (i) strictly comply with all Applicable Laws, now or hereafter in effect, relating to its performance of the Agreement;
- (ii) pay all fees and other charges required by such Applicable Laws; and
- (iii) maintain in full force and effect all licenses, permits, authorizations, registrations, and qualification from any Authority to the extent necessary to perform its obligations hereunder.

13. Indemnity:

The Contributor agrees to indemnify the Company against, and hold the Company harmless from, any and all losses, liabilities, damages, actions, suits, proceedings, claims, costs, charges, and expenses, including reasonable attorneys' fees and costs of litigation ("**Damages**"), arising out of, or related to

- (i) the breach of any of the Contributor's representations, warranties, covenants or obligations under the Agreement and the Standard Terms and Conditions; or
- (ii) a claim by a 3rd party (including the Registered Users or regulatory and governmental authorities) directly or indirectly related to the Contributor's provision of contributed work; or



- (iii) any loss of damage to the property of the Company or any of its properties which is solely attributable to any action or omission of the Contributor; or
- (iv) any personal injury to any employee of the Company which is attributable to any action or omission of the Contributor.

14. Limitation of Liability:

Company shall not be liable under or related to the Agreement for any of the following, whether based on contract, tort, or any other legal theory, even if a party has been advised of the possibility of such damages:

- (i) any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind; or
- (j) the Contributor's or any third party's property damage, or loss or inaccuracy of data, or loss of business, revenue, profits, use or other economic advantage. except for Company's obligations to pay amounts due to you pursuant to any clause under the Agreement, and subject to any limitations or other provisions contained in the Agreement which are applicable thereto. In no event shall the liability of Company or its affiliates under the Agreement exceed the amount of service fees actually paid to or due to Company hereunder in the three-month period immediately preceding the event giving rise to such claim.

15. Termination:

- a. Notwithstanding any of the provisions of the Agreement, the Company shall have the right to terminate the Contributor's engagement with immediate effect in the event it comes to the notice of the Company that the Contributor's behavior / attitude towards the peers, reviewers, committee, users and / or the Company's employees / representatives amounts to gross misconduct as explained in the Code of Conduct. Further, the consequences of termination shall also apply in the case of a termination pursuant to this Clause 15.
- b. The Company shall have the right to terminate the Contributor's engagement by giving a written notice of 15 (Fifteen) days to the Contributor in the event:
 - (i) the Contributor has committed a material breach of any of his / her obligations hereunder which cannot be remedied; or
 - (ii) the Contributor has committed a material or repeated breach of any of his / her obligations hereunder and has failed to remedy such breach (if the same is capable of remedy) within 15 (Fifteen) days of being required by written notice so to do.
 - (iii) a complaint has been received against Contributor from review committee.
- c. In the event that the Contributor intends to cease providing the questions, solutions, and explanations; the Contributor shall be required to provide the Company with a written notice of 15 (Fifteen) days. Further, the consequences of termination specified herein below shall also apply in the case of retirement by a Contributor.



- d. The Company may also, at its sole discretion, terminate the Agreement by providing advance written notice of 15 (Fifteen) days to the Contributor, without cause.

16. Consequences of Termination:

In the event the Contributor's engagement is terminated pursuant to Clause 15 above, the Contributor shall return the Data, workbooks and material and other items forming part of the program in his / her possession to the Company within 1 (One) week from the date of such termination. The Company shall have the right to

- (i) recover/ refund any and all amounts that are due and payable / receivable by the Contributor pursuant to the provisions of the Agreement;
- (ii) pursue all legal and equitable remedies permitted by Applicable Law, to protect the interests of the users and its own legal and commercial interests. All rights and remedies provided in the Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statutes, in contract, in tort or otherwise.

17. Relationship of the Parties:

The relationship between the parties under the Agreement is solely that of independent contracting parties. The parties expressly agree that:

- a. the Agreement is not an employment agreement, nor does it create an employment relationship, between the Company and the Contributor; and
- b. no joint venture, or agency relationship exists between the Company and the Contributor.

The Contributor has no authority to bind the Company and the Contributor undertakes not to hold himself / herself out as an employee, agent, or authorized representative of the Company. Where, by implication of mandatory law or otherwise, the Contributor may be deemed an agent or representative of the Company, the Contributor undertakes and agrees to indemnify, defend (at Company's option), and hold the Company and its Affiliates harmless from and against any claims by any person or entity based on such implied agency or representative relationship.

18. Governing Law, Jurisdiction and Dispute Resolution:

The Agreement shall be governed by the laws of India. Courts in Hisar, Haryana shall have exclusive jurisdiction to determine any disputes arising out of, under, or in relation to, the provisions of the Agreement.

In the event of any dispute arising out of, under, or in relation to, the terms and conditions of the Agreement, the Parties agree to submit such dispute to arbitration by a sole arbitrator appointed by the Company, and the Contributor shall have 7 (Seven) days' time to provide his / her reasonable objections in respect of such named arbitrator.



Arbitration shall be conducted in accordance with the rules framed under the provisions of the Arbitration Act (which rules are deemed to be incorporated in the Agreement by reference herein) and shall be held in Hisar, Haryana. All proceedings of such arbitration shall be in the English language. The arbitral awards rendered shall be final and binding on the contesting Parties and shall not be subject to any form of appeal. Each Party shall bear their own costs and expenses, incurred in connection with the arbitration proceedings.

Nothing herein shall preclude either Party from seeking interim or permanent equitable or injunctive relief, or both, from the courts which have exclusive jurisdiction to determine any dispute arising under the Agreement.

19. Anti-Bribery and Anti-Corruption:

The Parties hereto acknowledges and undertake that they are and shall always be in compliance with applicable Laws relating to anti-bribery and anti-corruption. Further, each Party represents and warrants that they shall not take any action that could result in liability for the other Party under any anti-bribery or anti-corruption laws.

The parties hereto shall neither indulge themselves nor shall allow its employees, managerial personnel etc. to indulge into any kind of activities relating to corruption and bribery. Further each Party shall promptly report to the other Party any request received by such Party for any undue financial or other advantage of any kind in connection with the performance of this Agreement.

20. Miscellaneous

- a. Entire Agreement: This Agreement, the Annexures, Schedules, and readings hereto (which are hereby expressly incorporated herein by reference) constitutes the entire understanding between the Parties and the same shall supersede all other discussions, understanding and any agreements entered between the Parties.
- b. Assignment: This Agreement and the rights and obligations herein may not be assigned by either Party without the written consent of the other Party. Provided however that the Company may assign any or all its rights or obligations under this Agreement from time to time without consent: (a) to an Affiliate; or (b) to an acquirer of all or substantially all of the Company's business, equity, or assets.
- c. Amendments and Waivers: The Company reserves its right to modify the terms and conditions of this Agreement and/or the Standard Terms and Conditions at any time ("**MODIFIED TERMS**"). The Company shall notify the Contributor of such Modified Terms via web portal of the Company or through app. In the event the Modified Terms are not acceptable to the Contributor, then the Contributor shall intimate the Company of the same, in writing, within a period of 3 (Three) days from the date of receipt of the Modified Terms



(“**RESPONSE TIME**”) from the Company (“**NON-ACCEPTANCE NOTICE**”). Upon receipt of such Non-Acceptance Notice from the Contributor, the Company shall require the Contributor to:

(i) cooperate with the Company and take all the necessary actions as may be required to ensure smooth transition for the work in progress. Upon completion of the transition process, the Contributor shall cease to:

- (i) provide the questions further; and
- (ii) use the program.

In the event the Contributor does not provide any written intimation as above on the Modified Terms within the Response Time, the Contributor shall be deemed to have accepted such Modified Terms in their entirety and shall be governed by the same.

- d. Severability: If any provision of this Agreement is or becomes invalid or nonbinding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding.

21. Notices:

Except as may be otherwise provided herein, all notices, requests, waivers, and other communications (“**NOTICES**”) shall be deemed to be delivered as provided herein:

- a. if delivered to the addressee (“**Receiving Party**”) by mail or post: upon the Notice being acknowledged by written receipt by the Receiving Party;
- b. if sent via a reputed courier: upon receipt (evidenced by proof of delivery). The Notices shall be addressed to the Parties at the contact details provided in the Parties section of this Agreement. Each Party shall promptly inform the other Parties of any change to its contact details.

22. Counterparts:

This Agreement may be executed in **2** (Two) counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

Contributor name: <contributor name>

Registered mobile number: <+91xxxxxxxxxx>

Signed by contributor name using OTP XXXX sent on mobile +91xxxxxxxxxx on <date> at <time>.

Name: <contributor name>

Title: Contributor

Address: <contributor complete address>



ANNEXURE A

CONSIDERATION AND PAYMENT TERMS

The payment of Consideration in relation to the Contributor Agreement will be structured in the following manner:

1. The Contributor or Company agree, covenant, and confirm that the earnings against the work performed by contributor will be payable by the company as per the payment cycle. Contributor shall get the earning periodically (monthly) from all the approved and reviewed work at the end of each period. (“**EARNINGS**”).
2. The Parties hereby agree, covenant, and confirm that the earnings Statement, shall, except manifest error, be conclusive and final for all purposes.
3. Upon receipt of the periodic earnings in designated bank account or wallet, the Contributor shall report any discrepancy within 3 (Three) days of receipt. If not hearing within 3 days of receipt it will be deemed as correct in all manner whatsoever.
4. The Contributor is solely responsible for paying any tax applicable on the earnings received from the company. Contributor agrees to immediately inform the Company of any change in its tax paying status.
5. The Company shall have the right to determine and revise
 - (i) the consideration and payment terms as set out in this Annexure;
 - (ii) the charges payable to the contributor; and
 - (iii) the Mechanism (set out in Clause 7 of this Annexure). Any revision to the aforementioned items shall be mutually agreed between the Parties.
6. The Contributor agrees that the questions which does not qualify or approved by the review process or found duplicate in our system shall not be considered eligible for payment against the work performed by the contributor.

7. PAYMENT MECHANISM

- a. All earnings against the work performed by the contributor (reviewed and approved), will be digitally credited in the designated account or wallet periodically, at the rates as announced by the company from time to time.
- b. Company shall make / provide statement of such work and the rate applicable for periodic contribution done by the Contributor, whenever earning is processed.
- c. Company shall be reviewing performance of Contributor once in every **3** (Three) months; based on that the earning factor and the accuracy factor will be adjusted. Such adjustments will be effective from the month the performance review is done and will be effective until the completion of next 3 (three) months from the date of such review. Such reviews will be either done on last day of the month or 1st day of the successive month.



- d. Contributor shall be liable for any tax payable by him / her in respect of earnings received from the company against such contributed work done by him / her, whether under Income Tax or GST Law or issue certificate for their inapplicability.
- e. In case the contributor is registered under GST or has an aggregate turnover in excess of INR 20 Lakhs in a financial year (10 lakhs in case of special category states which are specified in sub-clause (g) of clause (4) of article 279A of the Constitution i.e., Arunachal Pradesh, Assam, Jammu & Kashmir, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura, Himachal Pradesh, and Uttarakhand), it is required to declare the same within 10 days of execution of this agreement.
- f. If the aggregate turnover of the contributor in a financial year is above INR 20 Lakhs (10 lakhs in case of special category states), he / she will be required to be registered under GST forthwith. The contributor will be required to take such registration and report compliance within 10 days of taking registration.
- g. In case the provisions in relation to Tax Collection at Source (“TCS”) are applicable, the Company would deduct such TCS which may be available to the contributor as credit for payment of its GST liability.