

CREATOR AGREEMENT

The Creator Agreement (the "Agreement") is a legally binding contract entered between Gypa Media Private Limited (the "Company") and you (the "Influencer") for the creation of content for the promotion of Brand notified by the Company, which shall be published by the Influencer on www.chamko.me (the "Portal"), its mobile Application, and the agreed Social Networking Sites (*defined below*).

Based on your representation of having valid registration and an active user profile on the Portal, the Company authorizes you to create the content in accordance with the Company's instructions and requirements, failing which the Agreement shall stand terminated. Further, by checking the "accept/agree", you: (a) agree that you have understood the terms of this Agreement and agree to be legally bound by it (b) represent that you are above the age of 15 years (c) have the legally eligible to enter into this Agreement under the applicable laws.

By registering on the Platform, the Influencer agrees to this Agreement, terms and conditions of the Portal and the guidelines as issued by the Company from time to time. If you do not agree to the same, you are requested to exit the Portal immediately.

For the purpose of this Agreement, the Company and the Influencer shall be individually referred to as the "Party" and collectively as the "Parties".

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, REPRESENTATIONS, WARRANTIES, COVENANT, CONDITIONS AND OTHER OBLIGATIONS HEREIN AND GOOD CONSIDERATION WHICH THE PARTIES ACKNOWLEDGE AS ADEQUATE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. DEFINITIONS

1.1. **Agreement** shall mean and refer to this creator agreement and shall include the annexures, schedules and attachments thereto, and such amendments as executed between the Parties in writing, in accordance with the terms hereof.

- 1.2. **Applicable Laws** shall mean and refer to all the prevailing laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, which apply to the Parties or to the subject matter of this Agreement.
- 1.3. **Campaign** shall mean and refer to all the processes that are involved in the promotion and marketing of the Product as per the requirements of the Brand, including the creation of the Content (*defined below*) by the Influencer and publishing such content on the desired social media platform.
- 1.4. **Campaign Manager** shall mean and refer to the person appointed by the Company for conducting the Campaign
- 1.5. **Confidential Information** has the meaning as set out under Clause 10 of this Agreement.
- 1.6. **Content** shall mean and refer to all the videos created by the Influencer while rendering the Services to the Company/ for promotion of the Brand.
- 1.7. **Social Networking Site** is an online platform used by individuals to build social relations with others present on the platform and allows sharing ideas, content, digital photos or videos, blogs, etc. For the purpose of this Agreement, Social Networking sites shall refer to all such platforms where the influencer has an active account or is required to create an account, under the Campaign
- 1.8. **Product(s)** shall mean and refer to the products (physical or virtual) owned by the Brand for which it is seeking content creation and promotional services.
- 1.9. **Services** shall mean and refer to all the services that are required by the Company from the Influencer, as provided under **Annexure I**.
- 1.10. **Term** shall refer to the duration for which this Agreement shall remain effective, as provided under Clause 4.1.

2. **INTERPRETATION**

- 2.1. The words “include” and “including” are to be construed without limitation;

- 2.2. Words importing the singular include the plural and vice versa;
- 2.3. Any reference to a statutory provision shall be deemed to include a reference to any rules or regulations thereunder and any statutory modification or re-enactment thereto;
- 2.4. The terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to this Agreement as a whole;
- 2.5. The use of the masculine gender in this Agreement shall be deemed to include the feminine whenever the context shall so require.
- 2.6. The annexures form a part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the annexures as well; and
- 2.7. The clause headings are for convenience only and do not form part of this Agreement and shall not be considered in construction or interpretation of this Agreement.

3. SCOPE OF SERVICES

- 3.1. The Influencer agrees to provide such Services to the Company for the promotion of the Brand, as required by the Company, as per **Annexure I** of this Agreement.
- 3.2. In instances where additional services are required by the Company beyond the scope of **Annexure I**, the terms and conditions for the same shall be mutually decided by the Parties.
- 3.3. The Company shall submit its requirement to the Influencer with respect to the Campaign being carried out, for the promotion of the Brand and the Influencer shall create and distribute the Content accordingly. For the purposes of this Agreement, the Influencer shall receive the physical Products owned by the Brand or in case of the virtual product shall receive instructions, for the purpose of creating the Content. The terms relating to the physical Products have been provided under Clause 3.5.
- 3.4. **Timelines:** The Influencer shall be under the obligation to obey the timelines as provided below:
 - (a) The Influencer shall provide the Content to the Company within a period of 5 (five) working days or earlier (if notified) from the date of receiving the physical Product. In case of a virtual

product, this timeline shall commence on the date of receipt of instructions or directions with respect to the content creation of such product.

- (b) The Parties acknowledge and agree that for the purpose of this Agreement, working days do not include Saturday and Sunday. In instances where the non- working days falls in between the 5- days time period as mentioned above, the Influencer shall be provided with an additional time of 2 (two) working days for content creation.

3.5. **Products:** For the purposes of this Agreement, the Influencer shall be responsible:

- (a) To take the delivery of the Products and use the same while creating the Content, as per the specifications provided by the Company.
- (b) To coordinate with the delivery service provider for returning the Product after the Content has been created up to the satisfaction of the Company.
- (c) To keep the Product safe and secure. Further, all the product tags should remain intact at the time of returning the Product.

3.6. The prepared Content shall be provided to the Company for scrutiny and any suggestions for modification shall be provided to the Influencer within 3 (Three) days, failing which the Content shall be deemed to be accepted by the Company.

3.7. Post receipt of the suggestion, the revised Content shall be provided to the Company within 2 (Two) days.

3.8. The Parties acknowledges and agrees that the Company may request for the revision of the Content twice.

3.9. The Influencer shall publish and distribute the Content on the agreed Social Networking Sites as required under the campaign, in addition to uploading the Content on the Portal and/or mobile Application. It shall be the sole responsibility of the Influencer to provide correct URLs in the Portal and/or mobile Application.

- 3.10. The Influencer shall, at all times, be under the obligation to follow the guidelines and suggestions provided by the Company, while creating the Content, failing which the payables shall stand forfeited.

4. TERM AND TERMINATION

- 4.1. This Agreement shall commence from the date the Influencer has registered (hereinafter referred to as the “**Effective Date**”) and shall hold valid till the Influencer unregisters or is exclusively terminated. The Agreement may be renewed thereafter for such further period and on such terms and conditions as may be mutually agreed upon in writing by both the Parties.
- 4.2. In the event of the breach of this Agreement by the Influencer, the Company shall provide a 3 (Three) days’ notice to the Influencer for the rectification of such breach, failing which the Company shall be entitled to terminate this Agreement immediately.
- 4.3. In instances of termination, the Company shall be under the obligation to clear the dues for the work done by the Influencer towards the Campaign, provided such created content has been provided to the Company on termination of the Agreement.
- 4.4. On termination, all products in possession of the Influencer, however belonging originally to the Company, shall be returned to the Company immediately, irrespective of whether the Company has raised a request for the same or not.

5. PAYMENT TERMS

- 5.1. The Company shall pay the agreed fees to the Influencer towards the Services rendered under this Agreement, inclusive of the applicable taxes, charges and levies.
- 5.2. The agreed amount shall be paid by the Company within a period of 30 (Thirty) days from the date of delivery of the Content.
- 5.3. For any other services required by the Company, beyond the scope of this Agreement, the additional amount and the payment terms for the same shall be mutually decided between the Parties.

- 5.4. For payment purposes, the Influencer shall be under the obligation to provide their correct bank account details, Aadhar card & PAN card to the Company on the date of registration.
- 5.5. In instances, where the penalty has been levied on the Influencer in accordance with Clause 8 of this Agreement, the Company shall withhold the Fees or any other amount due to the Influencer till the penalty amount has been cleared or the Company may as per its sole discretion deduct the penalty amount before processing any payment to the Influencer.

6. OBLIGATIONS OF THE INFLUENCER

- 6.1. The Influencer shall prepare the Content in accordance with the specifications and the concept shared by the Company.
- 6.2. The Influencer shall not come in contact with the Brand directly and all the queries and concerns relating to the Campaign should be addressed to the Campaign Manager.
- 6.3. The Influencer may make suggestions to the Company regarding the market and the audience target depending on the Campaign, however, the decision of the Company shall be final.
- 6.4. The Product shall not be altered for Content creation.
- 6.5. The Influencer shall act with diligence and skill while rendering the Services to the Company.
- 6.6. It is mandatory for the Influencer to have an active profile on the Platform.
- 6.7. All the URLs submitted by the Influencer should be accurate as it shall be used by the Company for payment of the fees and incentives. The Influencer acknowledges that no manual requests shall be entertained.
- 6.8. The influencer shall publish the video on the agreed Social Networking Sites as per the requirements of the Campaign.
- 6.9. The influencer shall not remove/delete or hide the published content, without prior approval by the Company, during the Term and post-termination of this Agreement.

- 6.10. The Influencer shall use the appropriate tags/credits in the Content as conveyed by the Brand/Company and shall not mark the products or services of any other company in the Content.
- 6.11. Further, the Content shall be created exclusively for the Company and the same shall not be used by the Influencer for any other third-party.
- 6.12. The Influencer shall abide by the processes, guidelines and directions laid by the Company with respect to the creation, approval and distribution of the Content, submission of links and payment.
- 6.13. The Influencer shall be under the obligation to ensure that any Content as a whole or any part thereof does not:
- (a) belong to another person and to which the Influencer does not have any right to use;
 - (b) is harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - (c) harm minors in any way;
 - (d) infringes any patent, trademark, copyright or other proprietary rights;
 - (e) violates any law for the time being in force;
 - (f) deceives or misleads the visitors of the Platform about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - (g) impersonate another person or a legal entity;
 - (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

- (i) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation

7. OBLIGATIONS OF THE COMPANY

- 7.1. The Company shall be under the obligation to pay the Fees to the Influencer in accordance with Clause 5 of this Agreement, however, clause 8 shall supersede.
- 7.2. The Company shall not be liable to pay the costs as incurred by the Influencer for any third-party expenses or other expenditures for the purpose of creating the Content unless prior approvals have been taken by the Company.

8. PENALTY

- 8.1. If the Content is not provided by the Influencer within the timelines as provided under Clause 3.4, the Company shall levy a penalty of 50% on the Total Fees. However, under emergency situations or other reasons as deemed appropriate by the Company, due to which the Influencer is unable to provide the Content within the 5 (five) working days, the Company may forfeit the penalty, provided the Influencer shall inform the Campaign Manager regarding the same immediately. The decision of the Company to forfeit the penalty shall be final and binding on the Influencer.
- 8.2. If incorrect or misleading information is provided by the Influencer in the Content already published on the social media platform, the Influencer shall be under the responsibility to take down the Content from the Platform within a period of 24 (Twenty-Four) Hours. In addition to the same, the Influencer shall be liable to pay the damages as determined solely by the Company, depending upon the instance.

9. REPRESENTATIONS AND WARRANTIES

- 9.1. Each Party represents and warrants that:
 - (a) it has the right and authorization to sign and perform the obligations specified in this Agreement and is not subject to any restrictive provisions that might impede or jeopardize its performance of obligations and authorized rights;

(b) execution, delivery and performance of this Agreement is within its corporate powers and does not contravene, or constitute a default under, any provision of applicable law or regulation or of the organizational documents of the parties or of any agreement, judgment, injunction, order, decree or another instrument binding upon the parties; and this Agreement, when executed and delivered, shall constitute binding obligations of the Parties enforceable in accordance with its terms and conditions.

9.2. The Influencer represents and warrants it is legally competent and has the complete right and authority to enter into this Agreement in accordance with applicable laws; and the execution, delivery and performance of this Agreement by the Influencer shall not constitute a violation of any laws, breach of any agreement or require the permission of any third party or governmental authority.

9.3. The Influencer represents and warrants to abide by all the obligations stipulated under this Agreement and the guidelines as provided by the Company, from time to time.

10. CONFIDENTIALITY

10.1. Confidential Information means all information, strategy and know-how, show – how, regardless of whether or not in writing, of a private or confidential nature that relates to the business, brand engagement, marketing plans, technical information and financial affairs of the Company, its subscribers, affiliates, customers, potential customers, suppliers or potential suppliers, provided or disclosed to the Influencer or which becomes known to the Influencer, irrespective of whether such information has been marked as “confidential” or not. Either Party may, during the term of this Agreement, deliver to the other Party certain non-public confidential and proprietary information regarding the transactions contemplated by this Agreement. Confidential Information shall also include the non – public information of the Brand which becomes known to the Influencer during the Term of this Agreement.

10.2. The Influencer shall:

(a) disclose the Confidential Information only to those who have a need to know the Confidential information for the successful completion of the Campaign as provided under

this Agreement and such employees should be duly informed of the confidential nature of the information and shall be liable for the breach of the confidentiality obligations;

- (b) not disclose Confidential Information to any third party;
- (c) protect the Confidential Information with at least the degree of care with which it protects its own confidential information, but in no case less than a reasonable degree of care; and
- (d) promptly notify the Company of any breach of this Agreement.

10.3. In instances where it is required by law or governmental regulation to disclose the Confidential Information, the Influencer shall provide immediate notice to the Company regarding the required disclosure in order to enable the Company to take seek a protective order or other appropriate remedies to minimize the disclosure. Further, the Influencer shall at all times be under the obligation to take the permission of the Company with respect to the contents of disclosure and reasonably cooperate with the Company in limiting such disclosure.

10.4. The obligations hereunder survive for a period of 6 (six) months, post the termination or expiry of this Agreement.

11. INDEMNITY

11.1. The Influencer agrees to indemnify and hold the Company, its officers, directors, employees, successors, and assigns harmless against all losses, damages, liabilities, costs or expenses of whatever form or nature, including, without limitation, attorney's fees and expenses and other costs of legal defence whether direct or indirect, that they, or any of them, may sustain or incur as a result of any acts or omissions of the Influencer, including, but not limited to, (a) breach of any of the provisions/obligations of this Agreement (b) infringement or violation of any rights of the third party (c) any act, omission, willful misconduct, negligence, fraud, misrepresentation, forgery on the part of the Influencer or its staff.

11.2. The Influencer represents and warrants that it will strictly adhere to all the Applicable Laws as well as with the Company's/Brand's specifications, instructions, guidelines internal rules and policies. In the event of any breach of this warranty, the Influencer shall indemnify, defend and

hold harmless the Company from any claims, losses, damages, awards, judgments or prejudices (including attorney fees), which may be sustained as a result of any such breach.

11.3. For any loss or damage suffered by the Company due to the breach of this Agreement or as a result of any action or negligence on part of the Influencer in connection with this services rendered under this Agreement, the Influencer agrees and acknowledges that the extent of such loss or damage shall be determined solely by the Company and the decision of the Company pertaining to the same shall be final and binding on the Influencer.

11.4. The obligation as set out under this clause shall survive the termination/expiry of this Agreement.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Each party shall retain all right, title and interest in its patents, copyrights, trademarks, proprietary and/or licensed software, service marks and trade secrets ("Intellectual Property"). No interest whatsoever in the other party's Intellectual Property is granted by this Agreement and use of any Intellectual Property permitted to one Party by the other Party shall be strictly in accordance with this Agreement. Neither Party shall use the Intellectual Property of the other Party in any manner whatsoever without the prior consent of the other Party or as provided hereunder.

12.2. The Parties acknowledge and agree that all the intellectual property belonging to a Party shall remain the sole and exclusive property of that respective Party and either Party undertakes not to reverse-engineer, decompile or disassemble the other Party's intellectual property.

12.3. All the Content and other work products created by the Influencer during the validity of this Agreement shall be the sole and exclusive property of the Company.

13. FORCE MAJEURE

If and to the extent that a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by reason of fire, flood, earthquake, explosion or other casualty or accident or act of God, war or other violence, or any applicable law, order proclamation, regulation, ordinance, demand or requirement of any governmental or regulatory

authority and such non-performance, hindrance or delay could not have been prevented by reasonable foresight or precautions (including proper planning and execution of the disaster recovery or business continuity plan) or circumvented through the use of alternate sources, work-around plans or other means, (in each case, a "Force Majeure Event"), then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations to the extent that they are affected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its commercially reasonable efforts to re-commence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either Party may give written notice to terminate this Agreement.

14. RELATION OF THE PARTIES

During the full term of this Agreement, the relationship between the parties herein shall be that of principal and independent contractor. Neither party hereto shall have any right, power or authority whatsoever to incur any liabilities or obligations on behalf of or binding upon the other party, or assume or create, in writing or otherwise, any obligation of any kind express or implied in the name of or on behalf of the other. Nothing set forth herein shall be deemed or construed to render the relation between the Parties as joint ventures, partners or employer and employee.

15. NOTICE TO THE PARTIES

All notices required to be served by either of the Parties hereto upon the other shall be deemed to have been duly and effectually served if delivered by hand and duly acknowledged or addressed by Registered A.D. post at the following addresses and such service shall be deemed to have been affected in the case of delivery by hand, on the date on which it is so delivered, and in the case of delivery by Registered A.D. post (in the absence of evidence of earlier receipt) forty-eight (48) hours after posting.

For Gypa Media Private Limited:

Name: Mr Gyan Prakash Gupta

Address: 410, Mahagun Morpheus, E – 4, Sector 50, Noida-201301

E-mail:

For the **Influencer**, at the address provided during the registration.

16. ASSIGNMENT

The Influencer shall not be entitled to assign, transfer or subcontract any of its rights and obligations stipulated in this Agreement without the prior written consent of the Company. However, the Company shall in its sole discretion be entitled to assign, transfer or subcontract any of its rights or obligations under this Agreement.

17. AMENDMENT

Except where otherwise expressly provided in this Agreement, neither Party shall be entitled to amend or modify any of the terms and conditions of this Agreement unless otherwise specifically agreed to in writing between the Parties.

18. WAIVER

No failure to exercise and no delay in exercising any right or remedy under this Agreement shall operate as a waiver thereof. No waiver or consent hereunder shall be applicable to any events, acts, circumstances except those specifically covered thereby.

19. SEVERABILITY

In the event any provision of this Agreement is found invalid or unenforceable, that offending provision shall be severed from the rest of this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall continue to be enforceable and shall operate as originally written

20. ARBITRATION

20.1. In the event of any claims or disputes between the Parties arising in connection with the interpretation, validity, performance, breach or termination of this Agreement, which cannot be amicably resolved between the Parties by way of good faith negotiations amongst themselves,

all such disputes shall be first submitted for settlement by informal mediation through a representative of each Party.

20.2. In the event of failure to settle the disputes in accordance with the modes stipulated above within a period of 30 (Thirty) days, all the disputes or differences so arising between the Parties shall be referred to and settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996. The arbitration shall be conducted by a sole arbitrator appointed by the Company. The Parties shall endeavour to expedite the arbitration proceedings and complete the same at the earliest and shall render full co-operation for the same. The place of arbitration shall be Noida. The award given by the arbitrators shall be final and binding on the Parties. The costs pertaining to the arbitration shall be borne by the Parties in accordance with the award passed by the arbitrators.

21. GOVERNING LAW AND JURISDICTION

The terms and conditions of this Agreement shall be governed by the laws of India and the courts in Noida shall have the exclusive jurisdiction.

ANNEXURE I

1. The Influencer shall, at all times, have a valid account and active profile on the Platform.
2. The Influencer shall create the Content as per the instructions, specifications and guidelines of the Company and shall deliver the content within a period of 5 (five) days, which shall not be inclusive of Saturday and Sunday.
3. The Influencer shall submit the Content on the application and shall solely be responsible for mentioning the correct URLs.
4. The Influencer shall publish the content on the agreed Social Networking Sites as per the campaign requirement.
5. The influencer shall not delete/ remove or hide the published content without the prior consent of the Company during the term of this Agreement and post-termination.
6. The Influencer shall keep the Product in good condition and immediately return it as soon as the created Content is approved by the Company.
7. In instances where the Company is not satisfied with the Content provided by the Influencer, the Company may request for the revision of the Content up to two times.
8. The Influencer shall be under the obligation to share the profile details with the Company and may also be required to submit a correct and accurate statistical report of the impact created by the Content after being posted.