

**Dashverse India Private Limited**  
Registered Office  
F-A603, SY-307, Sri B Gulmohar  
Bachupally, Hyderabad, Telangana 500090 IN  
**CIN: U90009TS2023FTC170933**

## CONSULTANCY AGREEMENT

This Independent Contractor Agreement (“**Agreement**”) is entered into on this **20th August 2023** (“**Execution Date**”) by and between:

**Dashverse India Private Limited**, a company registered under the laws of India, and having its registered office at F-A603, SY-307, Sri B Gulmohar, Bachupally, Hyderabad, Telangana 500090, India (hereinafter referred to as the “**Company**” which expression shall, unless repugnant to the context and meaning thereof, mean and include its affiliates, successors and permitted assigns).

**AND**

**Chhavi Shamra** aged about **22** years, bearing PAN **LNZPS8319D** residing at House No 20 Jadon Nagar OPP Durgapura Power House, Durgapura, Jaipur, Jaipur, Rajasthan, 302018 (hereinafter referred to as the “**Consultant**”).

The Company and the Consultant shall individually be referred to as a “**Party**” and collectively as the “**Parties**” as the context may require.

### RECITALS:

- A. The Company is currently engaged in the business of operating an online platform that offers comics and graphic novels to its users (“**Business**”).
- B. The Company wishes to appoint the Consultant who has skills, knowledge and experience that it considers to be of value to the Business and the Consultant has agreed to make such skills, knowledge and experience available to the Company on the terms set out under this Agreement.
- C. In light of the above and relying on the verbal and written representations made by the Consultant, the Company has agreed to appoint the Consultant to provide the Services (defined below) with effect from **21st August 2023** (“**Effective Date**”) as **AI Artist**
- D. The Parties hereby wish to record the terms and conditions under which the Consultant will provide the Services to the Company.

### 1. SCOPE OF SERVICES

- 1.1 The Consultant shall provide certain services to the Company, the details of which have been specified under **Annexure A** of this Agreement (“**Services**”). The Services shall be supplemented/amended by any guidelines and standards provided by the Company from time to time. The Consultant shall provide the Services on and from the Effective Date, from such location as may be required by the Company.

- 1.2 The Consultant may also be required to provide the Services to any Affiliate of the Company. For the purposes of this Agreement: (a) "Affiliate" means any entity that controls, is controlled by, or is under common control with the Company.
- 1.3. The Consultant shall, at his/her discretion, determine the method and means of performing the Services subject to any reasonable requirements and standards of the Company. The Consultant agrees to cooperate with the Company's reasonable requests in relation to scheduling and performing the Services and agrees to keep accurate records of all activities undertaken during the course of performing the Services.
- 1.4. The Consultant hereby represents and warrants to the Company that he/she does not, as a consequence of: (i) carrying out his/her duties hereunder or (ii) entering into this Agreement or any other agreement or arrangement with the Company, commit any breach of any contract with, or of any other obligation to, any third party. Further, the Consultant confirms that he/she will not at any time hereafter, enter into any oral/written agreement that is in conflict with the provisions of this Agreement.
- 1.5. The Consultant shall ensure that he/she provides the Services in a professional manner on a monthly basis, in order to be entitled to the Service Fees (defined below). The Consultant agrees that he/she will not be entitled to any additional fees for Services provided beyond this threshold, unless expressly agreed by the Company in writing.
- 1.6. The Services shall be provided by the Consultant promptly and without undue delay, in accordance with the specifications provided by the Company and the requirements of the Company and the terms of this Agreement, failing which the Company shall have the right to reduce the Service Fees appropriately or terminate this Agreement, as the case maybe. The Consultant shall also adhere to the internal policies of the Company, to the extent such policies are applicable to the Consultant. If the Consultant fails to adhere to such policies, the Company shall reduce the Service Fees appropriately.
- 1.7. Notwithstanding anything stated in this Agreement, the Parties agree that the Consultant shall have the right to perform other services for any other party, provided: (i) he/she efficiently discharges the Services contemplated herein; and (ii) such other services are not in contravention to the legitimate business and commercial interests of the Company and/or the provisions of this Agreement. The Parties hereby acknowledge that the Company has the right to engage other individuals to perform any or all of the Services for the Company.

## **2. SERVICE FEES**

- 2.1. During the Term (defined below), the Consultant shall be entitled to a service fee of Rs. 25,000 which shall be paid to the Consultant on a monthly basis ("Service Fees"). The Service Fees shall be payable by the Company subject to the Consultant issuing a valid invoice upon the Company, for the Services rendered in the previous month ("Invoice"). The Service Fees shall be paid by the 1st of every calendar month, subject to the timely receipt and approval of the Invoice by the Company. The Service Fees shall be subject to appropriate tax and other withholdings specified under applicable law. Each Party shall be responsible for the payment of any and all taxes, where applicable, in respect of the Service Fees and for undertaking all procedures and compliances in this regard.
- 2.2. For the avoidance of doubt, the Consultant shall not be entitled to reimbursement of any business-related expenses, unless otherwise pre-approved in writing by the Company and the

Consultant submits documentation to the satisfaction of the Company. Other than the Service Fees, the Consultant shall not be entitled to receive any other remuneration from the Company. The consultant hereby acknowledges that the Company is not liable to make any social security contributions with respect to him/her.

- 2.3. All information contained in this Agreement and specifically this Clause 2 is strictly confidential and shall be treated by the Consultant accordingly.

### **3. INDEPENDENT CONTRACTOR ARRANGEMENT**

- 3.1. The Consultant agrees that he/she will perform the Services under this Agreement as an independent contractor on a principal to principal and at arms-length basis. Nothing in this Agreement shall imply that the Consultant will be required to provide services exclusively to the Company. Unless expressly specified by the Company in writing, the Consultant shall not have any right or power whatsoever: (i) to contract, and/or make any decisions/representations on behalf of the Company and/or its Affiliates; (ii) bind/commit the Company and/or its Affiliates in any way in relation to third parties and shall not hold himself/herself out as having any such authority.
- 3.2. Nothing contained in this Agreement shall be construed as creating an employer–employee relationship between the Company and/or its Affiliates and the Consultant. The Consultant shall not in any way or to any party represent to be or hold himself / herself out as an employee of the Company and/or its Affiliates.
- 3.3. Nothing in this Agreement shall deem the Consultant to be an agent/authorised representative of the Company and/or its Affiliates.
- 3.4. Nothing contained in this Agreement shall constitute a partnership or joint venture between the Consultant and the Company and/or its Affiliates for any purpose whatsoever.

### **4. DUTIES**

- 4.1. **General:** The roles, responsibilities and duties appropriate to the Consultant’s role or his/her Agreement, will be specified by the Company from time to time. Company may at any time, in its sole discretion, upon notice to the Consultant, alter or otherwise modify these roles, responsibilities and duties.
- 4.2. **Time Commitment:** The Consultant shall devote his/her working time, attention and skill to the duties of his/her office and shall faithfully, efficiently, competently and diligently perform such duties and exercise such powers as may communicated to him/her from time to time.
- 4.3. **Additional Undertakings:** The Consultant shall ensure that during the Term, he/she shall not behave in a manner that would be construed as being in violation of the Company’s policies as applicable to the Consultant and of applicable law, as in force from time to time.
- 4.4. **Conflict of Interest:** The Consultant is required to promote the interests and further the business of the Company and, if applicable, any Affiliate for whom the Consultant is asked to perform duties and will not and/or prevent there being done, anything which may be prejudicial or detrimental to the business of the Company or any Affiliate.

## 5. CONFIDENTIALITY

- 5.1. The Consultant agrees to keep confidential: (i) any and all information that may be disclosed/provided by the Company and/or an Affiliate whether in oral, written or any other form; (ii) information that he/she may have access to or come into possession of or become familiar with, during the course of the Term (together, the “**Confidential Information**”). Without prejudice to the foregoing, “**Confidential Information**” shall include without limitation, any and all information disclosed, either directly or indirectly, in written, representational, electronic, verbal or other form relating to the present or potential business, operations or financial condition of or relating to the Company, its Affiliates or any of their respective clients and customers. Confidential Information shall specifically include any: (i) technical data, know-how, inventions, innovations, information on research, product plans, products, services, suppliers, distributors, customer lists, prices and costs, markets, software, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing information and plans, licenses, budgets or other business information disclosed to the Consultant by the Company or created by the Consultant during the period of his/her engagement with the Company; (ii) all confidential and proprietary trade secrets, and/or all other information belonging or relating to the Company’s business or any affiliates’ business, that is not publicly and widely known or not known by actual or potential competitors of the Company/its Affiliates; (iii) proprietary information relating to the development, utility, operation and functionality of the Company’s or any of its affiliates’ business plans, ideas, strategies, data related to any or all employees, consultants, customers or prospective customers, unpublished financial statements, and other financial details, computer programming techniques, methodologies and related technical information, forecasts, price quotes, bids, controls, operating procedures, organisation responsibilities, operating manuals, user manuals, documentation, source code and any and all information pertaining to the Company’s business either now or in the future in any form whatsoever; (iv) any confidential or proprietary information received by the Company from third parties, subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes.
- 5.2. The Consultant shall at all times protect and safeguard the Confidential Information and shall not: (i) use such Confidential Information for his/her own purpose or for the benefit of any third party; (ii) disclose, share, transmit or otherwise convey any Confidential Information to any third party as a part of social media activities or otherwise under any circumstances whatsoever, without the prior written approval of the Company; (iii) use or reproduce the Company’s logos, website link or other information pertaining to the Company; (iv) copy, duplicate, or in any manner reproduce any Confidential information, or violate the intellectual property rights of the Company / Affiliate in such Confidential Information. The Consultant further agrees and undertakes that he/she shall maintain strict confidentiality with respect to the Confidential Information not only during the Term but also after the termination of this Agreement. If the Consultant becomes aware of any breach of this Clause 5, he/she shall immediately notify the Company about the same.
- 5.3. The Consultant agrees that the Company shall retain all intellectual property rights and any and all other proprietary rights in the Confidential Information and in any modifications, developments or improvements made to the Confidential Information by the Consultant. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise in favor of the Consultant, over any of the Confidential Information.
- 5.4. The Consultant shall be free to engage in social media activities, as long as it does not conflict with the Company’s policies in this regard or harm the goodwill and reputation of the Company. The Consultant shall not: (a) disclose any Confidential Information on social media sites; (b) make false, misleading,

derogatory or defamatory statements about the Company / its Affiliates or any employees / officers;  
(c) use or reproduce the Company's logo, website link or other information pertaining to the Company.

5.5. The provisions of this Clause 5 shall survive the expiry or earlier termination of this Agreement. The Company shall have the right to take such action as it deems necessary to protect its rights hereunder, including without limitation, the right to seek injunctive relief or any other remedies available under law and equity.

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1. For the purposes of this Agreement, the term "**Intellectual Property Rights**" shall mean collectively or individually, the following worldwide intangible legal rights, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: (i) patents, patent disclosures, patent rights, know-how, including any and all divisions, re-issues, re-examinations, utility model and design patents/ rights or any extensions thereof; (ii) rights associated with works of authorships, including without limitation, copyrights, copyright applications, copyright registrations; (iii) rights relating to the protection of trade secrets and confidential information; (iv) rights in trademarks, trademark registrations, and applications therefore, trade names, service marks, service names, logos, or trade dress; (v) Internet domain names, internet and World Wide Web URLs or addresses; (vi) mask work rights, mask work registrations and applications; (vii) all other intellectual or proprietary rights anywhere in the world including rights of privacy and publicity, whether or not requiring registration; and (viii) any such rights in and to all software developed for the Company (if any).

6.2. The Parties agree that all deliverables made, conceived or reduced to practice, in whole or in part, by the Consultant in connection with the Services ("Deliverables") shall be works made for hire and to the extent that the Deliverables or any portion thereof needs to be assigned to the Company to ensure that the Company is sole and absolute owner thereof, the Consultant hereby assigns and agrees to assign to the Company all present and future right, title, and interest in and to any of the Deliverables or portions thereof.

6.3. The Consultant shall also assist the Company to further evidence, record and perfect any assignment contemplated under Clause 6.2 above, and to maintain, enforce, and defend any rights so assigned. The Consultant hereby irrevocably designates and appoints the Company as his/her authorized representatives to act for and on his/her behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing, with the same legal force and effect as if executed by the Consultant himself/herself.

6.4. The Consultant hereby waives all of his/her rights, including moral rights on any copyright work originated, conceived, written or made by him/her (either alone or with others) and he/she agrees not to claim that any treatment, exploitation or use of the said works infringes such moral rights (including but not limited to, the right to be indemnified, the right to object to derogatory treatment and right against false attribution).

6.5. During the Term and thereafter, the Consultant agrees to fully co-operate with the Company in the creation, establishment, protection and enforcement of any Intellectual Property rights that may arise as a result of the Services provided by the Consultant.

6.6. Without prejudice to anything stated in Clause 6 herein, the Consultant shall also ensure that during the course of performing the Services, he/she shall not, in any manner whatsoever, use any confidential information or intellectual property that was procured in any previous employment/engagement or otherwise belongs to any third party, or which the Company is not entitled to use.

## **7. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS**

7.1. The Consultant hereby represents, warrants and covenants that:

- (i) He/she has full power and authority to enter into this Agreement and provide the Services contemplated hereunder.
- (ii) He/she has requisite government registrations (tax registrations) (if required) to perform the Services for the Company.
- (iii) He/she is a person of good standing, is above 18 years of age, permitted to live and work in India and has not been involved in any criminal offence.
- (iv) He/she shall not disparage the Company or its Affiliates or any of their officers, employees, customers, or act in any manner whatsoever which may damage the business of the Company or which would adversely affect the goodwill, reputation, and business relationships of the Company with the public generally, or with any of its patrons and clients, whether existing, prospective or otherwise.
- (v) He/she shall not represent himself/herself: (i) as an employee of the Company; (ii) as a Company representative unless expressly authorized by the Company.
- (vi) He/she shall not enter into any business arrangements or contracts or take any business decisions on behalf of the Company.

7.2. Any violations of this Clause 7 shall result in immediate termination of this Agreement at Company's sole discretion, without prejudice to the Company's rights under applicable law.

## **8. TERM AND TERMINATION**

8.1. This Agreement shall commence from the Effective Date and shall remain valid for a period of **3 months** thereafter ("**Term**"). After the expiry of the Term, this Agreement may be renewed or extended at the sole discretion of the Company.

8.2. During the Term, this Agreement may be terminated by either Party without cause, and for any reason whatsoever, upon a Party giving **30 days** prior written notice to the other Party or Service Fees in lieu of such notice period, provided that the Company may, at its discretion, relieve the Consultant earlier.

8.3. The Company shall have the right to terminate this Agreement with immediate effect upon written notice to the Consultant:

- (i) If the Consultant provides the Services in a negligent/deficient manner and does not rectify the same despite initial notice in this regard from the Company;

- (ii) If any documentation submitted to the Company by the Consultant is found to be incomplete, incorrect, untrue, fake, forged, misleading;
- (iii) If the Consultant is in breach of the provisions of this Agreement and/or the policies of the Company;
- (iv) If the Consultant neglects or fails to comply with directions of the Company, violates any provision of applicable law, undertakes any dishonest or fraudulent conduct or any breach of trust or breach of faith, or is at any time in a position which the Company believes, prevents or will prevent him/her from fulfilling duties or functions under this Agreement.

#### 8.4. Effect of Expiry and/or Termination:

- (i) Upon expiry or earlier termination of this Agreement, the Consultant shall deliver to the Company, all copies of Confidential Information and/or Deliverables in their then current form or state and shall not perform further any work that would utilize, disclose and/or infringe the Company's Confidential Information or Intellectual Property Rights.
- (ii) The Consultant shall also return to the Company any property belonging to the Company, such as a laptop computer, mobile phone, and other devices with details of any passwords or user ids installed therein.
- (iii) The termination of this Agreement shall not release the Consultant from any liability that may have been incurred in relation to the Services, prior to such termination.

8.5. Upon termination of this Agreement, the Consultant undertakes and agrees that he/she will not make or publish any statement critical of the Company, or any of its Affiliates and employees or otherwise disparage the reputation of the Company.

8.6. Upon termination or expiration of the Agreement, for any reason, amounts due or payable, from, or to the Consultant by the Company shall be settled in full and an acknowledgement of such settlement shall be recorded in writing.

8.7. Termination or expiration of the Agreement shall not release the Consultant from any obligations and liabilities which have accrued prior to the termination and those surviving termination. The Consultant shall extend his/her complete cooperation in relation to executing any and all documentation as may be required by the Company regarding his/her termination from engagement.

## **9. INDEMNIFICATION**

9.1. The Consultant shall indemnify and hold harmless the Company, its Affiliates and each of their employees, directors, and officers from and against any and all losses, damages, expenses, costs and claims (including reasonable attorneys' fees), arising out of or in connection with: (i) the Consultant's breach of any provision of this Agreement, the policies of the Company, or any applicable law; (ii) any negligence or willful omissions of the Consultant, and /or (c) any third Party claims that may be initiated against the Company in relation to the Services provided by the Consultant.

9.2. Notwithstanding anything contained under this Agreement, Company shall not be liable to the Consultant for any consequential, incidental, special or punitive damages arising out of this Agreement, whether in contract or tort.

## **10. NON-SOLICITATION**

10.1. During the Term and for a period of 6 months thereafter, the Consultant shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, Consultant, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to any person or entity which is a competitor of the Company.

10.2. The Parties acknowledge and agree that the above restriction is reasonable for the legitimate protection of the business and goodwill of the Company.

## **11. GENERAL TERMS AND CONDITIONS**

11.1. This Agreement together with its Annexures, and any other specifications/directions that may be issued by the Company under this Agreement, constitutes the sole and exclusive agreement between the Company and the Consultant and supersedes any prior discussions, writings, agreements, contracts and negotiations with respect to the subject matter hereof. Any signed copy of this Agreement made by reliable means (e.g., photocopy or facsimile) shall be considered an original.

11.2. The Consultant shall not assign or transfer this Agreement or subcontract any work required to be performed by him/her under this Agreement. Any such attempt to assign or transfer this Agreement by the Consultant in violation of this Clause 11.2 shall be void.

11.3. The Parties agree that this Agreement cannot be altered, amended or modified, except in writing signed by each of the Party.

11.4. The provisions of this Agreement that are by its nature are intended to survive, shall survive the expiry or earlier termination of this Agreement.

11.5. No failure or delay in enforcing any right or exercising any remedy will be deemed to be a waiver of any such or other right or remedy.

11.6. The Parties acknowledge and agree that monetary damages may be an inadequate remedy for breach or threatened breach of the provisions of this Agreement and each Party agrees that notwithstanding anything to the contrary herein, in the event of a breach of any provisions of this Agreement, the rights and obligations specified hereunder shall be enforceable by an injunctive remedy in any court of competent jurisdiction.

11.7. This Agreement shall be executed in 2 (two) counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

11.8. If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms.



11.9. The failure, with or without intent, of either Party to insist upon the performance by the other Party of any term or stipulation of this Agreement shall not be treated as, or be deemed to constitute, a modification of any term or stipulation of this Agreement, nor shall such failure be deemed to constitute a waiver of the right of such Party at any time whatsoever, to insist upon performance by the other, strictly in accordance with the terms of this Agreement.

11.10. Subject to Clause 11. 11, this Agreement shall be governed by and be construed in accordance with the laws of India and any action or suit related to this Agreement shall be subject to the exclusive jurisdiction of the courts in Gurgaon.

11.11. Notwithstanding anything contained in this Agreement, any and all disputes arising out of or in connection with this Agreement shall be resolved by arbitration conducted in accordance with rules of Act 1996. The seat and venue for arbitration shall be Gurgaon and the same shall be conducted in English. The number of arbitrators shall be 1, which shall be mutually agreed upon by the Parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto as of the latest date set forth below:

**CONSULTANT**

**COMPANY**



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Name: Chhavi Sharma  
Date: 20th August 2023

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Name: Lalith Gudipati  
Date: 20th August 2023

## ANNEXURE A

### Scope of services:

- Create digital comics using Dashtoon Studio Tool
- Ensure production-ready output by using complementary tools like Adobe Photoshop.
- Adhere to daily, weekly and monthly objectives