

TERMS AND CONDITIONS

The partner (herein referred to as "**Consultant**") enters into an agreement with:

Big Dreams Technologies a partnership firm registered under Section 58 of the Indian Partnership Act 1932 with principal office at No 24, 3rd floor, Comfort Towers (SBI Building), Opp Post Office, 10th Cross, Wilson Garden, Bangalore – 560027 (hereinafter referred to as the "**Company**").

(both hereinafter individually referred to as the "**Party**" and jointly referred to as the "**Parties**")

By clicking "I Agree" on the application interface, the partner agrees to abide by the below Terms and Conditions in its entirety.

THIS IS A LEGALLY BINDING AGREEMENT.

THE AGREEMENT:

The Company desires to retain the services of the Consultant and the Consultant desires to perform certain services for the Company. In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. **Services.** The Consultant agrees to perform such consulting, advisory and related services to and for the Company as may be reasonably requested from time to time by the Company, including, but not limited to, the provision of original content development. Such content shall be original and not copied or otherwise plagiarized from any other sources and shall not be sold or otherwise provided to any third parties. Such content can include, but not limited to, any form of music, video, art, writings, drawings, performance, acting or any such services.
2. **Term.** This Agreement shall commence upon the Consultant's first acceptance to this agreement at www.tutak.in with acceptance to the terms and conditions mentioned at www.tutak.in/terms_and_conditions by clicking the button "**I agree**" or by way of signature at the end of this agreement and shall continue through the time period during which Consultant provides services, or until terminated in accordance with the provisions of Section 4 ("**Termination**").



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3. **Compensation.** The Company shall pay to the Consultant a fee ("Consulting Fee"), for services performed as per **Schedule A** as per the company's sole and exclusive discretion, or as otherwise agreed to in writing between the parties.
4. **Termination.** This Agreement may be terminated with or without cause by either the Company or the Consultant at any time by giving **thirty (30) days** written notice of termination. The Company will pay Consultant for all Services performed by Consultant through the date of termination, unless the termination was a direct result of Consultant-submitted duplicate content, or other material breach of this Agreement. In such case, all monies earned will be forfeited. The Company reserves the right to proceed with legal and/or civil action against the Consultant for such acts of plagiarism, or other breach.
5. **Inactivity.** The Consultant is required to meet minimum criteria for being eligible to be a Consultant under this agreement. These criteria is defined as per Schedule A or as per the www.tutak.in/terms_and_conditions as notified from time to time. These criteria can be changed as per the discretion of the Company as and when required. If the Consultant does not meet such minimum criteria, it will be termed as "**Inactivity**" of the Consultant and such a consultant as an "**Inactive**" consultant and no payments will be due from the Company to the consultant for such month or months until this inactive state is corrected by the consultant.
6. **Ownership.** Consultant agrees that all information, designs, applications, videos, creative, content and other materials provided to Company shall be solely owned by Company and is the sole and exclusive property of Company. All right, title and interest in copyrights, trade secrets, trademarks, service marks, patents and other intellectual property derived in the work developed hereunder, to the extent they are available, are the sole and exclusive property of Company, free from any claim or retention of rights thereto on the part of Consultant. In no event shall Consultant claim any ownership rights in any software, hardware, process or plan developed by Company independent of the services.
7. **Relationship and Restrictions.**
 - A. Independent Parties.** It is the express intention of the parties to this Agreement that the Consultant is an independent contractor and is classified by the Company as such and is not an employee, agent, joint venture, or partner of the Company. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship, agency or joint venture between the Company and the Consultant. Both parties understand and agree that the Consultant may perform services for others during the term of this Agreement unless mutually agreed otherwise by way of an exclusive agreement. Consultant shall have no authority to assume, create, or enlarge any obligation or commitment on behalf of the Company without the prior written consent of the Company.
 - B. Non-Solicitation.** During the Term of this Agreement and for a period of one (1) year from the date of Termination of this Agreement as per Section 4, the Consultant will not



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directly or indirectly recruit, solicit or hire any employee of the Company, or induce or attempt to induce any employee of the Company to terminate his/her employment with, or otherwise cease his/her relationship with, the Company. Further, during the Term of the Agreement and for a period of one (1) year from the date of Termination of this Agreement as per Section 4, the Consultant will not directly or indirectly recruit, solicit or otherwise communicate with any client of the Company for whom the Consultant has provided Services, or induce or attempt to induce any client of the Company to terminate its relationship with, or otherwise cease its relationship with, the Company.

C. Cooperation. The Consultant shall use his/her best efforts in the performance of his/her obligations under this Agreement. The Company shall provide such access to its relevant information as may be reasonably required in order to permit the Consultant to perform his/her obligations hereunder. The Consultant shall cooperate with the Company's personnel, shall not interfere with the conduct of the Company's business and shall observe all rules, regulations and security requirements of the Company concerning the safety of persons and property. Further, the Consultant agrees not to agree not to disparage or otherwise speak poorly or negatively of the Company, whether publicly or privately, related in any way to the Services or this Agreement, including the posting of any negative reviews on internet forums or other social media.

D. Confidential Information. Consultant understands that the Company possesses Confidential Information which is important to its business and that this Agreement creates a relationship of confidence and trust between Consultant and the Company with regards to Confidential Information. For purposes of this Agreement, "Confidential Information" is information that was or will be developed, created, or discovered by or on behalf of the Company, or is developed, created or discovered by Consultant while performing Services, or which became or will become known by, or was or is conveyed to the Company which has commercial value in the Company's business. "Confidential Information" includes, but is not limited to, videos, trade secrets, proprietary information, designs, technology, know-how, works of authorship, source and object code, algorithms, processes, data, computer programs, ideas, techniques, inventions (whether patentable or not), business and product development plans, customers, customer lists, content and other information concerning the Company's actual or anticipated business, research or development, personnel information, terms of compensation and performance levels of Company employees, or information which is received in confidence by or for the Company from any other person. Confidential Information may be written, oral, expressed in electronic media or otherwise disclosed, and may be tangible or intangible. Consultant understands and agrees that this consulting relationship creates a relationship of confidence and trust between the Company and Consultant with respect to Confidential Information. At all times, both during the term of this Agreement and after its termination, Consultant will keep in the strictest confidence and trust, and will not use or disclose, any Confidential Information without the prior written consent of an officer of the Company, except as may be necessary in the ordinary course of performing the Services under this Agreement.

E. Damages. Consultant acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by Consultant. Therefore, in addition to all other remedies available at law, the Company

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shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and Consultant hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

F. Age Restriction. Consultant acknowledges that he/she has attained a minimum age of 18 years in order to be a party to this agreement. This agreement is invalid if it is found that the Consultant is less than 18 years of age and the Company is absolved of any liabilities arising out of this.

8. **Representations and Warranties.** Consultant hereby represents and warrants that: (a) Consultant shall not provide or place any content that promotes, contains, or links to another site promoting or containing: (i) violence or hatred, (ii) criminal or illegal activities, (iii) sexually explicit or obscene material, (iv) discrimination based on race, color, sex, religion, nationality, disability, or age, or (v) material that infringes on trademark, copyright, patent or other proprietary rights of another person; (b) Consultant has sufficient legal authority and capacity to create legally binding obligations as set forth in this Agreement; (c) Consultant will perform its obligations and the services under this Agreement in a timely, competent, and workmanlike manner in accordance with generally accepted professional standards; (d) Consultant's execution, delivery and performance of this Agreement will not violate the terms of any agreement or understanding between Consultant and any third party; (e) all content and other materials created or provided by Consultant under this Agreement do not infringe any trademark, copyright, trade secret or other proprietary or moral right of any third party; (f) Consultant shall comply with all applicable laws, rules, regulations and policies of the **Republic of India** and other domestic and foreign jurisdictions as applicable from time to time; and, (g) Consultant has all necessary permits, licenses, and clearances to provide any content or other materials as provided herein.
9. **Indemnification.** Consultant shall indemnify and hold harmless Company, its parent, affiliated and subsidiary companies and their officers, directors, employees, agents and representatives, against any and all liabilities, judgments, damages, claims, causes of action, demands, costs, losses and expenses (including reasonable attorneys' fees) arising out of or related to Consultant's negligence and/or failure to perform in accordance with the terms of this Agreement.
10. **Force Majeure.** In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war, revolt, riot, fire, flood and acts and regulations of the Government of India or any of its authorized agencies.

Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing

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within 7 (seven) day of the alleged beginning and ending thereof giving full and satisfactory proof.

The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts without any penalty. If the work is suspended by force majeure conditions lasting for more than 1(one) month, the Company or the Consultant shall have the option of cancelling the contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Company under any circumstances. For the period of force majeure, no amount shall be payable to the service provider.

11. **Miscellaneous.**

A. Notices. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing, by electronic mail (with proof of transmission), overnight mail or regular mail, postage prepaid, address to the party to be notified. All communication shall be deemed given 7 days after deposited in the postal mail or when received if sent by any other method. Notice shall be addressed to the other party at the address shown above, or at such other address or addresses as either party shall notify from time to time.

B. Entire Agreement. This Agreement constitutes this entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

C. Amendment. Company reserves the right to modify, supplement or replace the terms of the Agreement, effective upon posting at www.tutak.in/terms_and_conditions, or notifying the Consultant otherwise. If the Consultant does not want to agree to changes to the Agreement, it can terminate the Agreement at any time per Section 4.

D. Governing Law. This Agreement shall be governed by the laws in force in **India**. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in **India**, with respect to any claim, action or proceeding arising out of or in connection with the this Agreement or the transactions contemplated hereby, and hereby agrees not to commence or prosecute any such claim, action or proceeding other than in the aforementioned courts. In the event any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this Agreement, the prevailing Party shall recover all of such Party's reasonable attorney's fees and costs, including expert witness fees, incurred in each and every such action, suit or other proceeding, including any and all appeals, or petitions therefrom.

E. Successors and Assigns. This Agreement may not be assigned by Consultant without the prior written consent of Company.

F. Interpretation. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement. In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, it shall be severed or altered to render it enforceable, and the remainder of the Agreement shall remain in full force and effect.

G. Waiver. No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given



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by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

H. Survival. The following provisions shall still survive the expiration or termination of this Agreement: 5, 6, 8, and 9.

SCHEDULE A

CONSULTING FEE

The Company agrees to pay the agreed fees as per the schedule of charges agreed at time of signing up for the partnership programme.

Inactivity:

The Company will not be liable for any Consultant fees, whether one time or monthly recurring fee if the Consultant becomes an "**Inactive Consultant**" as defined in Section 5 of the agreement. The Company will not make any payments to the Consultant for the month in which such inactivity is noticed and will continue till such disqualification is removed by the Consultant. "**Inactivity**" is defined as not meeting minimum criteria for upload of content, as defined under Section 5.

Taxes. All Payments will be made after deducting all the taxes, personal or impersonal, direct or indirect or in any other form or name known (VAT, Withholding Tax, etc.) due as per the residency status of the Consultant and the taxation rules in force within the jurisdiction as defined in Section 11D of the agreement.

TuTak. TuTak refers to the application and platform created by the Company and hosted on various platforms including, but not limited to, Android App Store, Apple App Store, Huawei App Store, Blackberry App Store, Microsoft App Store and any such distribution platforms where this App is distributed to the users globally.

Followers. This refers to unique followers on the TuTak application who are following the Consultant on the TuTak application. The count of followers will be as given by the algorithm created on the TuTak application. The milestone will be calculated basis the average of count of followers on a monthly basis provided such milestone is achieved for at least 20 days out of the 30 days in the month. No disputes will be entertained on the monthly followers count given by the system.

In the event of the Company discovers that the followers have been garnered using fraudulent or using any unfair practices or unfair malpractices, the Company reserves the right to non-payment of any Consulting Fee for such a Consultant and may block such Consultant for such a term as the Company may deem fit.

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