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1. Introduction

1.1 Definitions

In this Agreement, the following terms shall have the meanings set forth below:

- **“Freelancer”**: Refers to an independent contractor or service provider, not an employee, engaged by Civati Media and Digital Assets LLP (“Civati”) to provide specific services as outlined in the scope of work in this Agreement.
- **“Civati”**: Refers to **Civati Media and Digital Assets LLP**, a company registered in India, its parent company, subsidiaries, affiliates, and any successor entities. Civati engages freelancers for various projects involving media, digital assets, and related fields.
- **“Client”**: Refers to any third-party individual or entity for whom Civati provides products, services, or deliverables under a commercial agreement.
- **“Work Product”**: Refers to any and all deliverables, materials, content, or services, including but not limited to, intellectual property, reports, designs, code, media content, and any other creations, produced by the Freelancer in connection with the services provided under this Agreement.

- **“Confidential Information”**: Refers to all non-public information, data, or materials disclosed by Civati, its Clients, or affiliates, either directly or indirectly, whether orally, in writing, or through any other means, which are marked or identified as confidential or proprietary, or that should reasonably be understood to be confidential given the nature of the information and circumstances of disclosure.

1.2 Purpose of the Agreement

This Agreement establishes a contractual relationship between Civati and the Freelancer, whereby the Freelancer agrees to provide services in the form of specific projects or tasks as assigned by Civati or chosen by the Freelancer in accordance with the terms of this Agreement. It outlines the conditions under which such services will be rendered, the compensation structure, and other obligations to ensure both parties' rights and responsibilities are clearly defined and enforceable.

1.3 Effective Date

The Agreement shall become effective on the date it is signed by both Civati and the Freelancer (the “Effective Date”). This Agreement shall remain in effect until terminated in accordance with the terms set forth herein. Any changes to the terms or conditions of this Agreement must be made in writing and signed by authorized representatives of both parties.

2. Freelancer Engagement

2.1 Nature of Engagement

The Freelancer is engaged by **Civati Media and Digital Assets LLP** (“Civati”) as an independent contractor on a **project-by-project basis**. The Freelancer shall not be considered an employee, partner, agent, or joint venture of Civati for any purpose, and shall have no authority to bind Civati, its affiliates, or any of its Clients in any manner.

- The Freelancer understands that their engagement is **non-exclusive**, meaning they are free to provide services to other parties, provided that such services do not conflict with or breach the terms of this Agreement, including non-compete, confidentiality, and intellectual property clauses.
- The Freelancer acknowledges that they are responsible for their own business expenses, taxes, and insurances, including but not limited to any income tax, GST, or other applicable levies as per the law in their jurisdiction.

2.2 Freelancer Selection Process

Civati operates under a flexible engagement structure whereby the Freelancer may be:

- **Self-Enrolled for Projects**: Freelancers may choose to enroll in projects that match their skill sets and availability. However, enrollment does not guarantee assignment to the project, as final project assignments remain at Civati's discretion.
- **Assigned Projects**: Civati may also assign projects to the Freelancer based on their expertise, availability, and the requirements of specific projects or Clients. Once a project is assigned, the Freelancer is expected to accept and complete the assignment as per the agreed terms, timelines, and deliverables.

2.3 Scope of Services

The Freelancer shall perform services related to the scope of work outlined for each individual project, which may include but is not limited to media creation, digital content development, consulting, strategy, or any other tasks as specified by Civati.

- The **exact nature and scope of services** for each project will be described in separate project briefs, work orders, or email confirmations provided by Civati.

- The Freelancer shall ensure that all services and deliverables are provided in a **professional and timely manner**, in accordance with industry standards and any specific requirements communicated by Civati or its Clients.

2.4 Obligations and Responsibilities

The Freelancer agrees to the following responsibilities during the engagement:

- **Performance of Duties:** The Freelancer shall devote the necessary time, attention, and skills to perform their services efficiently and to the best of their abilities. Deadlines must be met as agreed upon, and deliverables must adhere to Civati's quality standards.
- **Communication:** The Freelancer shall maintain clear, prompt, and professional communication with Civati and, when necessary, Civati's Clients, regarding project progress, potential delays, or any issues affecting performance.
- **Compliance:** The Freelancer shall comply with all applicable laws, regulations, and ethical standards relevant to the performance of their duties under this Agreement.
- **Non-Competition:** During the term of this Agreement, the Freelancer shall not engage in any business or provide services that may conflict with the interests of Civati or its Clients, as outlined in the non-competition clause of this Agreement.

3. Term of Agreement

3.1 Duration

This Agreement shall commence on the **Effective Date** (as defined in Section 1.3) and shall continue until terminated by either party in accordance with the termination provisions set forth in this Agreement. The duration of individual projects will be defined on a **project-by-project basis** through specific work orders or project briefs provided to the Freelancer.

- **Ongoing Engagement:** The Freelancer's engagement with Civati shall remain in force as long as there are active projects, and no other written agreement specifies otherwise. Upon completion of a project, this Agreement remains valid for future projects unless formally terminated.

3.2 Termination by Civati

Civati reserves the right to terminate this Agreement or any ongoing project with **immediate effect** under the following conditions:

- **Breach of Agreement:** If the Freelancer breaches any terms of this Agreement, including but not limited to non-compliance with confidentiality, intellectual property, or performance standards.
- **Risk to Business:** If Civati reasonably determines that the Freelancer's actions or inactions pose a risk to Civati's business, reputation, or its Clients' interests.
- **Client-Requested Termination:** If a Client requests the removal or termination of the Freelancer for any reason that Civati deems valid.

Civati shall provide written notice of termination to the Freelancer, specifying the reason for termination. In such cases, Civati is under no obligation to provide further payment beyond the amount already earned for completed deliverables up to the termination date.

3.3 Termination by Freelancer

The Freelancer may terminate this Agreement or any ongoing project by providing **written notice** to Civati at least **30 days** prior to the intended termination date. The Freelancer agrees to complete any active projects during this notice period or ensure a smooth transition as requested by Civati.

- **Failure to Provide Notice:** If the Freelancer fails to provide the required notice and abandons the project or agreement prematurely, Civati reserves the right to withhold any pending payments and pursue compensation for any damages or delays caused.

3.4 Immediate Termination Rights

Either party may terminate this Agreement immediately in the event of **force majeure**, such as natural disasters, governmental actions, or any unforeseen circumstances beyond the reasonable control of either party, making it impossible to continue the engagement.

- **Force Majeure:** In such cases, neither Civati nor the Freelancer shall be liable for any delays or failure to perform their obligations under this Agreement, provided that the affected party promptly notifies the other in writing of the force majeure event.

3.5 Effect of Termination

Upon termination of this Agreement for any reason:

- **Delivery of Work:** The Freelancer shall immediately deliver all completed or partially completed work, documents, or other materials relating to the project or services provided.
- **Return of Property:** The Freelancer must return any property, equipment, or materials belonging to Civati or its Clients that were used in the performance of the Freelancer's duties.
- **Confidentiality and IP:** The obligations regarding confidentiality, intellectual property, and non-solicitation shall survive termination and remain in full effect as per the respective clauses.

4. Payment Terms

4.1 Payment Contingent on Client Release

The Freelancer acknowledges and agrees that payment for their services under this Agreement is contingent upon Civati receiving payment from its Clients. Civati will process the Freelancer's payment **only after the Client has released funds** to Civati. The Freelancer agrees that Civati shall not be liable for delays in payment if such delays are caused by the Client's failure to release funds on time.

- **Notification of Delays:** Civati shall notify the Freelancer promptly if there is any delay in the Client's payment, and will provide updates on when the payment is expected to be released.
- **Payment Schedule:** Once Civati receives payment from the Client, Freelancer payments will be processed on a **monthly basis**, unless otherwise agreed in writing.

4.2 Payment Schedules

Freelancer payments shall be made according to the following schedule:

- **Monthly Payroll (MP):** The Freelancer shall raise an invoice by the **12th of each month** for any completed projects from the previous month. Civati will process the payroll from the **15th of the month** and clear dues within **7 working days**, provided the Client has made the necessary payments to Civati.
- **Alternative Schedules:** In certain cases, projects may have alternative payment schedules (e.g., **Weekly Payroll (WP)** or **Fortnightly Payroll (FP)**). These schedules will be confirmed in writing if applicable, and invoices must be submitted accordingly.

4.3 Invoicing Procedures

The Freelancer is required to submit an invoice for the services provided. Each invoice must contain the following details:

- Freelancer's full name and contact information.
- Detailed description of the services rendered and corresponding project.
- Total amount due, inclusive of applicable taxes.
- Payment method (bank transfer details, PayPal, etc.).
- **Invoice Submission:** All invoices must be submitted to Civati via the agreed email or invoicing system no later than the **12th of the month** for monthly payments.
- **Corrective Invoices:** If any errors are found in the invoice, Civati will notify the Freelancer and request a corrected invoice, which will reset the processing timeline.

4.4 Delays and Penalties for Late Payments

In the event that Civati fails to make payment to the Freelancer within the prescribed period (excluding delays caused by Client payment release), **No Penalty for Client Delays:** If Civati is unable to make payments due to the Client's delayed release of funds, no late fees or penalties will apply.

4.5 Freelancer's Responsibility for Taxes and Compliance

The Freelancer acknowledges and agrees that they are solely responsible for paying any and all taxes, including income tax, GST, or any other statutory obligations, in relation to the payments they receive under this Agreement. Civati will not withhold or pay any taxes on behalf of the Freelancer unless explicitly required by law.

- **TDS (Tax Deducted at Source):** Civati shall deduct **10% for Indian freelancers** and **1% for international freelancers** as per applicable tax laws. This TDS will be deducted at the time of payment and the Freelancer will receive a certificate of deduction in accordance with local laws.

4.6 Affiliate Benefit for Client Referrals

Freelancers who successfully refer a new Client to Civati shall be entitled to a **10% affiliate benefit** of the first transaction completed with that Client. This benefit shall be calculated **post-taxes** and will be paid to the Freelancer once the Client's payment has been successfully received by Civati.

- **Eligibility:** The referral must be a new Client with whom Civati has had no prior working relationship. The Freelancer must inform Civati of the referral before the Client enters into an agreement with Civati.

5. Confidentiality (NDA)

5.1 Scope of Confidential Information

The Freelancer acknowledges that, during the course of their engagement with **Civati Media and Digital Assets LLP** ("Civati"), they may be exposed to and become acquainted with

information, materials, and data that is confidential and proprietary to Civati and its Clients.

Confidential Information includes but is not limited to:

- Business strategies, marketing plans, financial data, pricing models, customer lists, and project details.
- Trade secrets, know-how, intellectual property, designs, inventions, software, source code, technical data, and other proprietary technology or processes.
- Information relating to Civati's Clients, including their identity, projects, and terms of engagement with Civati.
- Any other information that is marked or identified as confidential, or that, given its nature, should reasonably be understood to be confidential by the Freelancer.

5.2 Obligations to Maintain Confidentiality

The Freelancer agrees to keep all Confidential Information strictly confidential and to take all necessary precautions to prevent unauthorized disclosure, including:

- Not using any Confidential Information for personal gain, for the benefit of any third party, or in any manner other than to perform services for Civati under this Agreement.
- Not disclosing any Confidential Information to any third party, unless expressly authorized in writing by Civati.
- Implementing appropriate safeguards, such as passwords or encryption, when accessing or storing Confidential Information electronically.
- Returning or destroying any and all copies of Confidential Information in their possession or control upon termination of this Agreement or at Civati's request.

5.3 Duration of Confidentiality

The Freelancer's obligations to maintain the confidentiality of any Confidential Information disclosed during their engagement with Civati shall **continue indefinitely**, including after the termination of this Agreement.

- **Exceptions:** The obligations under this section shall not apply to information that:
 - Was publicly available at the time it was disclosed or becomes publicly available through no fault of the Freelancer.
 - Was lawfully received from a third party not subject to any confidentiality obligation.
 - Is required to be disclosed under law or court order, provided that the Freelancer gives Civati prompt written notice of such requirement and cooperates with Civati in any efforts to limit or contest the required disclosure.

5.4 Remedies for Breach of Confidentiality

The Freelancer acknowledges that any unauthorized disclosure or use of Confidential Information may cause **irreparable harm** to Civati or its Clients, for which monetary damages alone may be inadequate. Therefore, in the event of any breach or threatened breach of this section, Civati shall be entitled to seek **injunctive relief** to enforce the provisions of this Agreement, in addition to any other remedies available under law or in equity.

- **Injunctive Relief:** Civati shall have the right to seek injunctive relief in any court of competent jurisdiction, without the necessity of posting a bond or proving actual damages.
- **Legal and Equitable Remedies:** In addition to injunctive relief, Civati may pursue other legal and equitable remedies, including the recovery of any losses, damages, costs, or expenses (including reasonable attorneys' fees) arising from the Freelancer's breach.

6. Intellectual Property (IP)

6.1 Ownership of Work Product

The Freelancer agrees that all **Work Product** created, developed, or produced by the Freelancer in connection with this Agreement or any project for **Civati Media and Digital Assets LLP** ("Civati") shall be the exclusive property of Civati. This includes, but is not limited to, all designs, writings, reports, media content, graphics, software, inventions, trademarks, patents, or any other intellectual property produced or created by the Freelancer during the course of providing services under this Agreement.

- **Assignment of Rights:** The Freelancer hereby assigns and agrees to assign to Civati any and all intellectual property rights, including copyrights, patents, trademarks, or any other proprietary rights, in any Work Product developed during their engagement with Civati.
- **Waiver of Moral Rights:** To the extent permitted by law, the Freelancer hereby waives any moral rights in the Work Product, including but not limited to the right to be identified as the author or creator, and the right to object to modifications or derogatory treatment of the Work Product.

6.2 Transfer of Rights to Civati

Upon creation, all Work Product developed by the Freelancer under this Agreement shall automatically become the property of Civati, regardless of whether it is explicitly identified as such or formally transferred. The Freelancer shall have no rights to use, reproduce, distribute, or exploit the Work Product in any way unless explicitly authorized in writing by Civati.

- **Documentation:** Upon request, the Freelancer shall execute any necessary documents or take any required actions to formally transfer and assign the intellectual property rights to Civati. This includes signing assignments, registrations, and filings with relevant authorities, as well as assisting in the enforcement of such rights.

6.3 Freelancer's Pre-existing Intellectual Property

Any intellectual property owned by the Freelancer prior to entering into this Agreement and used in the performance of services for Civati shall remain the property of the Freelancer, provided that it is disclosed to Civati prior to the commencement of the project.

- **License to Use Pre-existing IP:** If the Freelancer's pre-existing intellectual property is incorporated into any deliverables for Civati, the Freelancer hereby grants Civati a

perpetual, worldwide, royalty-free, irrevocable license to use, modify, and distribute such pre-existing intellectual property as part of the Work Product.

- **Disclosure Requirement:** Failure to disclose any pre-existing intellectual property before it is incorporated into the Work Product shall result in a waiver of the Freelancer's rights to such intellectual property, and it shall be treated as part of the Work Product owned by Civati.

6.4 Permission for Social Media Use (Tagging Civati)

The Freelancer is permitted to reference their work with Civati on personal or professional social media platforms, provided that such references are limited to **tagging Civati** and showcasing completed, publicly available projects. However, the Freelancer may not disclose any Confidential Information or make unauthorized use of Civati's trademarks, logos, or branding.

- **Content Approval:** Any public posts, portfolios, or showcases that reference Civati's brand or work products must be pre-approved in writing by Civati to ensure compliance with confidentiality and intellectual property clauses.

6.5 Remedies for IP Infringement

The Freelancer acknowledges that any misuse or unauthorized use of Civati's intellectual property, including but not limited to the Work Product, may cause **irreparable harm** to Civati. In the event of such misuse, Civati reserves the right to pursue all available legal and equitable remedies, including but not limited to:

- **Injunctive Relief:** Civati may seek an immediate injunction to prevent further unauthorized use of its intellectual property without the necessity of posting a bond.
- **Compensatory Damages:** Civati may pursue compensatory damages for any financial loss, reputational damage, or loss of business opportunities caused by the Freelancer's unauthorized use of its intellectual property.
- **100x Penalty:** In cases of intentional IP misuse, Civati reserves the right to claim damages equivalent to **100 times the value of the project's yearly potential**, as outlined in the Defamation and IP Misuse section of this Agreement.

7. Defamation and IP Misuse Penalties

7.1 Definition of Defamation and IP Misuse

For the purposes of this Agreement, the following terms are defined:

- **Defamation:** Any false statement made by the Freelancer, whether in writing, verbally, or by any other form of communication, that could harm the reputation, business, or goodwill of **Civati Media and Digital Assets LLP** ("Civati"), its Clients, or affiliates. This includes but is not limited to false claims, misrepresentations, or disparaging remarks made in public forums, on social media, or in communications with third parties.
- **IP Misuse:** The unauthorized use, disclosure, or exploitation of Civati's intellectual property, including but not limited to Work Product, proprietary materials, trademarks,

copyrights, and trade secrets. Misuse includes reproducing, modifying, distributing, or sharing such materials without Civati's express written permission.

7.2 Penalties for Misuse

Any act of defamation or intellectual property misuse by the Freelancer shall result in **severe legal and financial penalties**. Civati is entitled to seek remedies as follows:

- **100x Penalty for IP Misuse:** In the event of intentional misuse of Civati's intellectual property, including but not limited to unauthorized sharing, copying, or exploiting of Work Product, Civati reserves the right to claim damages equal to **100 times the value of the project's yearly potential**. This value will be calculated based on the estimated annual revenue that Civati could have generated from the affected project(s).
- **Defamation Damages:** In cases of defamation, Civati may claim compensatory and punitive damages for any financial loss, reputational harm, or business disruption caused by the Freelancer's defamatory statements. The amount of damages shall be determined based on the extent of the harm caused to Civati or its Clients.

7.3 Legal Remedies and Enforcement

In addition to financial penalties, Civati reserves the right to seek all available legal and equitable remedies in the event of defamation or intellectual property misuse, including:

- **Injunctive Relief:** Civati may seek immediate injunctive relief to stop the Freelancer from continuing any act of defamation or IP misuse. Such injunctive relief may be sought without the need for Civati to post a bond or provide proof of actual damages.
- **Termination of Agreement:** Civati may immediately terminate this Agreement if the Freelancer is found to have engaged in defamation or IP misuse, with no further compensation owed to the Freelancer. Civati may also withhold any pending payments as compensation for damages incurred.
- **Recovery of Legal Costs:** Civati shall be entitled to recover all legal costs, including attorney's fees and court costs, incurred in enforcing its rights under this section, whether through litigation or alternative dispute resolution.
- **Criminal Action:** Where applicable, Civati reserves the right to pursue **criminal prosecution** against the Freelancer for defamation, fraud, or intellectual property theft, in accordance with relevant laws.

7.4 Waiver of Defenses

The Freelancer hereby waives any defense that their defamatory statements or IP misuse were made in error, or that they were unaware of the impact such actions would have on Civati or its Clients. Civati shall not be required to prove actual damages in order to claim injunctive relief or penalties under this section.

8. Bonuses and Exceptional Work

8.1 Bonuses for Over-the-Mark or Exceptional Work

While **Key Performance Indicators (KPIs)** are not a mandatory requirement under this

Agreement, Civati Media and Digital Assets LLP ("Civati") may, at its discretion, reward the Freelancer with bonuses for delivering **over-the-mark** results or performing **exceptional work** beyond the standard expectations for a given project.

- **Eligibility for Bonuses:** Bonuses may be awarded when the Freelancer:
 - Delivers work ahead of the agreed deadline without compromising quality.
 - Exceeds the scope of the project by offering additional value (e.g., innovative solutions, enhanced deliverables).
 - Receives positive feedback from Civati's Clients for exceptional performance.
 - Demonstrates outstanding efficiency, quality, or creativity in executing their tasks.
- **Bonus Structure:** The exact amount and structure of the bonus will be determined on a **case-by-case basis**, taking into account the nature of the project, the value added by the Freelancer, and the overall impact on Civati or its Clients.

8.2 Review Process for Exceptional Deliverables

Civati will conduct a formal **review** of the Freelancer's performance to determine whether the quality of the work warrants an additional bonus. The review process includes:

- **Internal Evaluation:** Civati's project managers, team leaders, or department heads will assess the Freelancer's output based on timeliness, quality, creativity, and overall impact on the project.
- **Client Feedback:** In cases where the Freelancer is working on a client-facing project, Civati may also seek feedback from the Client regarding the Freelancer's performance. Positive feedback from Clients will be taken into consideration when determining bonus eligibility.
- **Final Decision:** Civati retains full discretion in deciding whether a bonus will be awarded, and the Freelancer acknowledges that no bonus is guaranteed, even for exceptional performance, unless explicitly confirmed in writing by Civati.

8.3 Nature of Bonuses

Bonuses are considered **one-time payments** and do not establish any ongoing entitlement or obligation on the part of Civati to provide future bonuses. The Freelancer acknowledges that bonuses are separate from standard project payments and are awarded at the sole discretion of Civati.

- **Bonus Payment Timing:** If a bonus is awarded, it will be paid alongside or shortly after the final payment for the project, unless otherwise agreed in writing.
- **Tax Obligations:** Any bonuses awarded will be subject to applicable taxes, and Civati will deduct the necessary amounts as per Indian tax laws (TDS of 10% for Indian freelancers and 1% for international freelancers).

8.4 Non-Dispute Clause

The Freelancer agrees that any decision made by Civati regarding the awarding or non-awarding of bonuses is **final and non-disputable**. The Freelancer waives the right to contest or dispute any decision regarding bonuses in any forum, legal or otherwise.

9. Non-Solicitation and Non-Competition

9.1 Non-Solicitation of Clients

During the term of this Agreement and for a period of **two (2) years** following the termination or completion of this Agreement, the Freelancer agrees not to directly or indirectly solicit, induce, or attempt to solicit or induce any of Civati's Clients to:

- Terminate or reduce their business relationship with Civati.
- Engage in business with the Freelancer or any third party for services similar to those provided by Civati.
- Enter into any agreement or transaction that could reasonably be expected to conflict with Civati's business interests.
- **Scope of Clients:** The term "Clients" refers to any individual or entity that has had business dealings with Civati during the Freelancer's engagement, including potential clients with whom Civati has been negotiating or discussing business opportunities.

9.2 Non-Competition Clause

During the term of this Agreement and for a period of **two (2) years** following the termination or completion of this Agreement, the Freelancer shall not, without the prior written consent of Civati, engage in any of the following activities, either directly or indirectly:

- **Competition with Civati:** The Freelancer shall not provide services to any competitor of Civati, or engage in any business that directly competes with Civati in the areas of media, digital assets, or other services provided by Civati.
- **Conflicting Services:** The Freelancer shall not enter into any contractual or professional relationship that conflicts with Civati's interests or could reasonably be seen as detrimental to Civati's business operations or reputation.
- **Geographical Scope:** The non-competition restriction applies to any market or geographical region in which Civati operates or has Clients, including but not limited to India, the United States, and any other locations where Civati conducts business.

9.3 Duration of Non-Solicitation and Non-Competition Obligations

The Freelancer acknowledges that the non-solicitation and non-competition restrictions outlined in this section are reasonable in terms of duration and scope, given the nature of Civati's business and the potential harm that could arise from violations.

- **Two-Year Restriction:** The restrictions under this section shall apply for a period of two (2) years following the termination or expiration of this Agreement, regardless of the reason for such termination.
- **Extension for Breach:** In the event of a breach of this section by the Freelancer, the two-year restriction period shall be extended by the duration of the breach.

9.4 Remedies for Breach of Non-Solicitation or Non-Competition

In the event of any breach or threatened breach of the non-solicitation or non-competition

provisions, Civati shall be entitled to seek **injunctive relief** and any other remedies available under law or equity, including:

- **Injunctive Relief:** Civati may seek an injunction to immediately cease the Freelancer's competitive or solicitous activities without the need to prove actual damages or post a bond.
- **Damages:** Civati reserves the right to pursue compensatory and punitive damages, including any lost profits, business opportunities, and harm to Civati's reputation caused by the Freelancer's breach.
- **100x Penalty:** In the case of intentional violation of these provisions, Civati reserves the right to claim damages equivalent to **100 times the project's yearly potential value**, as a measure of the potential harm caused.

9.5 Exceptions and Waiver

The non-solicitation and non-competition restrictions shall not apply in cases where Civati provides express written consent for the Freelancer to engage in certain activities or business arrangements. However, any waiver or modification of these obligations must be made in writing and signed by an authorized representative of Civati.

10. TDS (Tax Deducted at Source)

10.1 TDS for Indian Freelancers

For Freelancers who are residents of India, **Civati Media and Digital Assets LLP** ("Civati") is required by law to deduct **Tax Deducted at Source (TDS)** from the payments made to the Freelancer for services rendered. The TDS rate applicable for Indian Freelancers is **10%** of the total amount payable for each project.

- **TDS Deduction:** Civati will deduct 10% from the Freelancer's total invoice amount before making any payments. The deducted amount will be deposited with the appropriate tax authorities in accordance with Indian tax laws.
- **TDS Certificate:** Civati will provide the Freelancer with a **TDS certificate (Form 16A)** on an annual basis or as required by law, which can be used by the Freelancer to claim credit for the deducted tax when filing their personal income tax returns.
- **Compliance:** It is the Freelancer's responsibility to ensure that their tax information provided to Civati is accurate and up-to-date, as any discrepancies could affect the issuance of TDS certificates or compliance with tax laws.

10.2 TDS for International Freelancers

For Freelancers who are not residents of India (i.e., international Freelancers), Civati will deduct TDS at a reduced rate of **1%** on the total payment due. This is to comply with India's international tax obligations.

- **TDS Deduction:** Civati will deduct 1% from the total invoice amount for international Freelancers. The amount will be deposited with the relevant tax authorities as per Indian tax regulations.

- **No Withholding Tax Credit:** Depending on the Freelancer's country of residence and tax treaties between India and that country, the Freelancer may or may not be eligible to claim a credit for the TDS deducted. It is the Freelancer's responsibility to verify this with their local tax authorities.
- **TDS Certificate:** Civati will provide a TDS certificate (Form 16A) to the international Freelancer if required, which may be used to support any claims or tax filings as per their local tax laws.

10.3 Tax Filing and Compliance

The Freelancer acknowledges that they are fully responsible for their own tax compliance in their respective country of residence. Civati is not responsible for any further tax liabilities, including income tax, social security, or other statutory payments, beyond the withholding of TDS as specified in this section.

- **Freelancer's Responsibility:** It is the Freelancer's obligation to report income earned from Civati and ensure that all applicable taxes, duties, or levies are paid in accordance with their jurisdiction's laws.
- **Indemnification:** The Freelancer agrees to indemnify and hold Civati harmless against any claims, penalties, or liabilities arising from the Freelancer's failure to comply with tax regulations in their home country or due to incorrect tax filings.

10.4 Changes in Tax Laws

In the event of any changes to tax laws or regulations that impact the withholding or remittance of TDS, Civati reserves the right to adjust the applicable TDS rates or payment terms accordingly, in compliance with such changes. Civati shall notify the Freelancer of any such changes, but it is the Freelancer's responsibility to stay informed about the tax laws in their respective jurisdiction.

11. Termination and Breach

11.1 Termination by Civati

Civati Media and Digital Assets LLP ("Civati") reserves the right to terminate this Agreement or any individual project with the Freelancer at any time, with or without cause, by providing written notice to the Freelancer. Termination may occur under the following conditions:

- **For Cause:** Civati may terminate this Agreement immediately if the Freelancer breaches any of the terms set forth in this Agreement, including but not limited to, violations of confidentiality, intellectual property rights, non-solicitation, or non-competition clauses. Additionally, any failure to meet performance expectations or deadlines may result in termination.
- **Risk to Business:** If Civati determines that the Freelancer's actions, conduct, or performance poses a risk to Civati's business operations, reputation, or Clients, the Agreement may be terminated immediately.

- **Termination for Client Requests:** If Civati's Client requests the termination of the Freelancer's services, Civati reserves the right to terminate the Freelancer's engagement without further obligation to the Freelancer.

11.2 Termination by Freelancer

The Freelancer may terminate this Agreement by providing Civati with a minimum of **30 days' written notice**. The Freelancer agrees to complete any ongoing projects during this notice period or as otherwise agreed in writing by Civati.

- **Failure to Provide Notice:** In the event that the Freelancer fails to provide the required 30 days' notice, Civati may withhold any outstanding payments to the Freelancer as compensation for any damages caused by the abrupt termination, including potential delays or financial losses.

11.3 Breach of Agreement

In the event that the Freelancer breaches any of the provisions of this Agreement, including but not limited to confidentiality, intellectual property, non-solicitation, or non-competition clauses, Civati shall have the right to:

- **Terminate the Agreement Immediately:** Civati may terminate the Freelancer's engagement without further compensation.
- **Seek Legal and Financial Remedies:** Civati may pursue all available legal remedies, including but not limited to, injunctive relief, compensatory damages, and penalties as outlined in this Agreement (e.g., 100x penalty for IP misuse).
- **Withhold Payments:** Civati reserves the right to withhold any payments due to the Freelancer if they are found in breach of this Agreement, pending the resolution of any legal claims.

11.4 Effect of Termination

Upon termination of this Agreement for any reason, the Freelancer shall:

- **Immediately Cease All Work:** The Freelancer must stop all work related to any ongoing projects and promptly deliver any partially or fully completed work to Civati.
- **Return of Property:** The Freelancer shall return any property, materials, equipment, or information that belongs to Civati or its Clients within **7 days** of termination.
- **Final Payment:** The Freelancer shall be entitled to receive final payment for any services rendered up to the effective date of termination, provided that there has been no breach of the Agreement. All payments will be subject to the applicable TDS deductions as outlined in Section 10.

11.5 Survival of Certain Clauses

The Freelancer acknowledges that certain clauses of this Agreement, including but not limited to **confidentiality, intellectual property, non-solicitation, non-competition, and dispute resolution** clauses, shall survive the termination of this Agreement for the duration specified within those sections, or indefinitely where no duration is specified.

11.6 Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemics, labor disputes, or governmental actions ("Force Majeure"). If a Force Majeure event prevents either party from fulfilling its obligations, that party shall notify the other in writing as soon as possible.

- **Termination for Force Majeure:** If the Force Majeure event persists for more than **30 days**, either party may terminate this Agreement by providing written notice to the other party.

12. Indemnification

12.1 Freelancer's Indemnification Obligations

The Freelancer agrees to indemnify, defend, and hold harmless **Civati Media and Digital Assets LLP** ("Civati"), its affiliates, officers, directors, employees, agents, and Clients from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable legal fees, arising out of or in connection with:

- **Breach of Agreement:** Any breach or alleged breach of this Agreement by the Freelancer, including but not limited to breaches of confidentiality, intellectual property, non-solicitation, or non-competition clauses.
- **Negligence or Misconduct:** Any acts or omissions by the Freelancer that constitute negligence, willful misconduct, or violations of applicable laws or regulations.
- **Third-Party Claims:** Any claims brought by third parties, including Civati's Clients, as a result of the Freelancer's actions, work product, or failure to fulfill their contractual obligations.
- **Infringement:** Any claims of intellectual property infringement or misappropriation arising from the Freelancer's work, including the unauthorized use of third-party content or materials.

12.2 Civati's Indemnification

Civati agrees to indemnify, defend, and hold harmless the Freelancer from any claims, liabilities, damages, losses, costs, and expenses, including reasonable legal fees, arising out of or in connection with:

- **Gross Negligence or Willful Misconduct:** Any acts or omissions by Civati that constitute gross negligence or willful misconduct in connection with this Agreement.
- **Legal Violations:** Any violation of applicable laws or regulations by Civati that directly affects the Freelancer.

12.3 Limits on Liability

Notwithstanding any other provision of this Agreement, the parties agree that:

- **No Liability for Indirect Damages:** Neither party shall be liable to the other for any indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of profits, loss of business opportunities, or reputational harm, even if advised of the possibility of such damages.
- **Freelancer's Liability Cap:** The Freelancer's total liability for any claims arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the total fees paid by Civati to the Freelancer under this Agreement.

12.4 Third-Party Indemnity Claims

In the event of any claim by a third party that requires indemnification, the indemnified party shall:

- **Provide Prompt Notice:** Promptly notify the indemnifying party in writing of the claim, giving sufficient detail to allow the indemnifying party to assess the nature and extent of the claim.
- **Control of Defense:** The indemnifying party shall have control of the defense of any claim, including the right to settle or compromise, provided that such settlement does not impose any liability or obligation on the indemnified party without their prior written consent.
- **Cooperation:** The indemnified party agrees to cooperate fully with the indemnifying party in the defense of any claim, including providing necessary documents, testimony, and other reasonable assistance.

12.5 Exclusions from Indemnification

The Freelancer shall not be required to indemnify Civati in cases where Civati's damages, claims, or liabilities arise from:

- **Instructions from Civati:** Actions taken by the Freelancer in strict accordance with written instructions provided by Civati that are later found to be in violation of applicable laws or third-party rights.
- **Civati's Intellectual Property:** Claims of intellectual property infringement arising solely from Civati's pre-existing materials or proprietary content provided to the Freelancer for use in delivering services.

13. Limitation of Liability

13.1 Limitations on Civati's Liability

To the fullest extent permitted by applicable law, **Civati Media and Digital Assets LLP** ("Civati") shall not be liable to the Freelancer for any **indirect, incidental, special, punitive, or consequential damages** of any kind, including but not limited to:

- Loss of profits or revenue.
- Loss of business opportunities.
- Damage to reputation or goodwill.

- Loss of data or other intangible losses.

These limitations apply even if Civati has been advised of the possibility of such damages and regardless of whether the claim is based on contract, tort (including negligence), strict liability, or any other legal or equitable theory.

13.2 Freelancer's Liability for Breach

The Freelancer acknowledges and agrees that, in the event of any **breach** of the terms of this Agreement, including but not limited to breaches of confidentiality, intellectual property, non-solicitation, or non-competition clauses, Civati may suffer irreparable harm that monetary damages alone cannot remedy. As such:

- **Injunctive Relief:** Civati reserves the right to seek injunctive relief, including temporary, preliminary, or permanent injunctions, without the need to post a bond or prove actual damages, to prevent any further breach of this Agreement.
- **Damages:** In addition to injunctive relief, the Freelancer may be held liable for **direct damages** arising from the breach, including but not limited to compensation for lost business opportunities, damage to Civati's reputation, or financial losses incurred due to unauthorized use of intellectual property or confidential information.
- **100x Penalty for Intentional Misuse:** In cases where the Freelancer is found to have intentionally misused Civati's intellectual property or engaged in defamation, Civati reserves the right to claim damages equivalent to **100 times the project's yearly potential value**, as set forth in previous sections of this Agreement.

13.3 Insurance Requirements

Civati may, at its discretion, require the Freelancer to maintain appropriate insurance coverage to limit liability, depending on the scope and nature of the services provided under this Agreement. Such insurance may include, but is not limited to, professional liability insurance, errors and omissions insurance, or general liability insurance.

- **Proof of Insurance:** Upon Civati's request, the Freelancer shall provide evidence of such insurance coverage, including proof of premiums paid and policy terms. Failure to maintain appropriate insurance, when requested, may result in termination of the Freelancer's engagement.

13.4 Freelancer's Responsibility for Mitigation

In the event that Civati incurs any losses, damages, or liabilities due to the Freelancer's breach of this Agreement, the Freelancer agrees to **take all reasonable steps to mitigate** any potential damages or losses to Civati. This includes:

- Promptly informing Civati of any issues or incidents that could lead to damages.
- Cooperating fully with Civati to rectify or resolve any breaches or incidents in a timely manner.

13.5 Cap on Freelancer's Liability

The Freelancer's total liability under this Agreement, whether arising from breach of contract,

tort (including negligence), or any other legal theory, shall be **limited to the total amount paid to the Freelancer** by Civati for services rendered under this Agreement, except in cases of:

- **Intentional Misconduct or Fraud:** In which case the Freelancer's liability shall not be limited.
- **Intellectual Property Infringement:** Where the Freelancer may be held liable for any damages arising from infringement of third-party intellectual property rights.
- **Defamation or IP Misuse:** Where additional penalties, including the 100x project value penalty, may apply.

13.6 No Liability for Force Majeure Events

Neither party shall be liable to the other for any failure or delay in the performance of their obligations under this Agreement due to **force majeure events**, as outlined in Section 11.6. Such events include, but are not limited to, acts of God, natural disasters, war, terrorism, labor disputes, government actions, or any other events beyond the reasonable control of either party.

13.7 No Liability for Third-Party Actions

Civati shall not be held liable for any claims, damages, or losses resulting from the actions of third parties, including but not limited to:

- Delays or failures by Clients to release payments.
- Acts or omissions by third-party vendors or service providers.
- Any external factors outside of Civati's direct control that impact the Freelancer's ability to perform services under this Agreement.

14. Dispute Resolution

14.1 Arbitration Clause

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, the parties shall first attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved amicably within **30 days** of written notice by either party, the dispute shall be referred to and finally settled by binding **arbitration**.

- **Arbitration Rules:** The arbitration shall be conducted in accordance with the rules of the **Arbitration and Conciliation Act, 1996** (India), as amended from time to time.
- **Number of Arbitrators:** The arbitration panel shall consist of a **sole arbitrator**, mutually agreed upon by both parties. If the parties are unable to agree on an arbitrator, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act.
- **Language of Arbitration:** The arbitration shall be conducted in **English**.

14.2 Jurisdiction for Freelancers Worldwide

Regardless of the Freelancer's location or country of residence, this Agreement shall be governed by and construed in accordance with the laws of **India**. All disputes arising under or in

connection with this Agreement, including those involving international Freelancers, shall be subject to the exclusive jurisdiction of the **courts of India**.

- **Jurisdictional Consent:** The Freelancer agrees to submit to the jurisdiction of the courts located in **India**, specifically the courts located in the city where Civati's primary office is based. The Freelancer waives any objections based on jurisdiction, venue, or inconvenient forum.
- **Enforceability in Other Jurisdictions:** Any arbitration awards or court judgments rendered in India shall be enforceable in the Freelancer's jurisdiction of residence, in accordance with applicable international treaties or local laws governing the recognition and enforcement of foreign judgments.

14.3 Venue and Jurisdiction

The venue for any arbitration or legal proceedings under this Agreement shall be in **India**, where Civati's principal office is located, unless otherwise mutually agreed by the parties.

- **Exclusive Jurisdiction:** In the event that arbitration is deemed unenforceable or inappropriate for a particular dispute, the parties agree to submit to the exclusive jurisdiction of the courts in **India**, for any and all legal proceedings.

14.4 Costs of Arbitration and Legal Fees

Each party shall bear its own costs and expenses related to any arbitration or legal proceedings under this Agreement, including but not limited to attorneys' fees, arbitration fees, and court costs, unless the arbitrator or court determines otherwise.

- **Award of Costs:** In certain cases, the arbitrator or court may, at its discretion, award the prevailing party its reasonable costs and legal fees. This may occur in cases where the arbitrator or court finds that the other party's actions were frivolous, in bad faith, or in clear violation of the Agreement.

14.5 Confidentiality of Dispute Resolution

All aspects of any arbitration or dispute resolution proceedings under this Agreement, including but not limited to the proceedings themselves, the outcome, and any award, shall be kept **strictly confidential** by both parties. Neither party may disclose the existence, content, or result of the arbitration, except as required by law or to enforce an arbitration award.

- **No Public Disclosure:** The Freelancer and Civati agree not to publicly discuss or disclose any disputes arising out of this Agreement in any forum, including social media, blogs, or press releases, without prior written consent from the other party.

14.6 Injunctive Relief

Nothing in this section shall prevent Civati from seeking injunctive relief or any other immediate remedy in a court of competent jurisdiction, including but not limited to temporary restraining orders or preliminary injunctions, to prevent breaches of confidentiality, intellectual property misuse, or defamation, as outlined in this Agreement.

15. Non-Circumvention

15.1 Prohibition on Direct Deals with Clients

The Freelancer agrees that, during the term of this Agreement and for a period of **two (2) years** following its termination, they shall not, without the prior written consent of **Civati Media and Digital Assets LLP** ("Civati"), directly or indirectly engage in any of the following activities:

- **Bypassing Civati:** The Freelancer shall not attempt to bypass or circumvent Civati by engaging in direct business dealings with any of Civati's Clients for services similar to or competitive with those provided by Civati.
- **Soliciting Clients:** The Freelancer shall not solicit or accept any business from Civati's Clients that could reasonably be considered as competing with Civati's business or diminishing Civati's contractual relationship with the Client.
- **Referral of Clients:** The Freelancer shall not refer any of Civati's Clients to third-party service providers, including competitors, for any services that Civati is capable of providing.

15.2 Remedies for Non-Circumvention Breach

In the event of any breach or attempted breach of this non-circumvention clause, Civati shall be entitled to seek all available remedies, including but not limited to:

- **Injunctive Relief:** Civati may seek immediate injunctive relief to prevent the Freelancer from continuing any circumvention activities, without the necessity of posting a bond or providing proof of actual damages.
- **Compensatory Damages:** In the event of a breach of this non-circumvention clause, Civati shall be entitled to claim compensatory damages for any financial loss, reputational harm, or lost business opportunities caused by the Freelancer's actions.
- **100x Penalty:** Civati reserves the right to seek damages equivalent to **100 times the yearly potential value** of the business or contract that was circumvented. This value will be determined based on the Client's business potential or the project's worth to Civati over a one-year period.

15.3 Exceptions to Non-Circumvention

This section shall not apply in cases where the Freelancer has obtained explicit, written consent from Civati to engage in direct business dealings with a Client. Such consent shall be granted at Civati's sole discretion and may be subject to specific terms and conditions.

- **Authorized Collaboration:** If Civati provides written consent, the Freelancer may work directly with the Client, provided that such collaboration does not result in any loss of business or damage to Civati's relationship with the Client.
- **Waiver in Writing:** Any waiver of the non-circumvention clause must be made in writing and signed by an authorized representative of Civati. Verbal agreements or informal understandings shall not constitute a waiver of this provision.

15.4 Duration of Non-Circumvention Obligations

The Freelancer acknowledges that the non-circumvention obligations under this section are reasonable and necessary to protect Civati's business interests. These obligations shall apply for a period of **two (2) years** from the termination or expiration of this Agreement, regardless of the reason for termination.

- **Extension for Breach:** In the event of a breach of this section, the two-year restriction period shall be extended by the length of time during which the breach occurred.

15.5 Survival of Obligations

The Freelancer agrees that the obligations under this section shall survive the termination or completion of this Agreement and shall remain in full force and effect for the duration specified, regardless of whether the Freelancer remains engaged with Civati.

16. Force Majeure

16.1 Definition of Force Majeure Events

Neither **Civati Media and Digital Assets LLP** ("Civati") nor the Freelancer shall be held liable for any failure or delay in the performance of their respective obligations under this Agreement, if such failure or delay is caused by events beyond the reasonable control of either party (a "Force Majeure Event"). Force Majeure Events include, but are not limited to:

- Natural disasters (earthquakes, floods, hurricanes, etc.).
- War, acts of terrorism, riots, civil unrest.
- Pandemics, epidemics, or any other public health crises.
- Government actions, embargoes, or regulatory restrictions.
- Labor strikes, lockouts, or industrial disputes not involving the affected party.
- Failure of public or private telecommunications networks, power outages, or other utility disruptions.

16.2 Impact on Freelancer's Obligations

If the Freelancer is unable to perform their obligations under this Agreement due to a Force Majeure Event, the following shall apply:

- **Notice Requirement:** The Freelancer must provide written notice to Civati as soon as possible after becoming aware of the Force Majeure Event, describing the nature and expected duration of the event, as well as its anticipated impact on the Freelancer's ability to fulfill their obligations.
- **Temporary Suspension:** The Freelancer's obligations under this Agreement will be temporarily suspended for the duration of the Force Majeure Event. The Freelancer will not be held liable for any delay or failure to perform during this period, provided they have complied with the notice requirement.
- **Resumption of Work:** The Freelancer shall resume work and perform their obligations as soon as the Force Majeure Event is resolved, provided it is reasonable to do so. If the

event continues beyond a reasonable period, either party may choose to terminate the Agreement as per Section 16.4.

16.3 Impact on Civati's Obligations

If Civati is unable to perform its obligations under this Agreement due to a Force Majeure Event, the following shall apply:

- **Notice Requirement:** Civati must provide written notice to the Freelancer as soon as possible after becoming aware of the Force Majeure Event, describing the nature and expected duration of the event, as well as its anticipated impact on Civati's ability to fulfill its obligations.
- **Temporary Suspension:** Civati's obligations under this Agreement will be temporarily suspended for the duration of the Force Majeure Event. Civati will not be held liable for any delay or failure to make payments or provide other obligations during this period, provided the notice requirement has been fulfilled.
- **Resumption of Obligations:** Civati shall resume its obligations under this Agreement as soon as the Force Majeure Event is resolved. If the event continues beyond a reasonable period, either party may choose to terminate the Agreement as per Section 16.4.

16.4 Termination Due to Prolonged Force Majeure

If a Force Majeure Event continues for a period of **thirty (30) days** or longer, either party may terminate this Agreement by providing written notice to the other party. In the event of such termination:

- **Payment for Work Completed:** Civati shall compensate the Freelancer for any services rendered and deliverables completed up to the date of termination, in accordance with the payment terms of this Agreement, provided such work was completed prior to the onset of the Force Majeure Event.
- **No Further Liability:** Upon termination due to Force Majeure, neither party shall have any further liability or obligation to the other, except for obligations that have accrued prior to the termination date (e.g., payment for services already rendered).

16.5 No Waiver of Rights

The occurrence of a Force Majeure Event shall not be construed as a waiver of any rights or remedies available to either party under this Agreement, except as specifically provided in this section. Once the Force Majeure Event is resolved, both parties shall resume their respective obligations as per the terms of this Agreement.

17. Relationship of Parties

17.1 Independent Contractor Status

The Freelancer is engaged by **Civati Media and Digital Assets LLP** ("Civati") as an **independent contractor** and not as an employee, partner, agent, or representative of Civati.

The Freelancer has no authority to enter into contracts, make representations, or assume obligations on behalf of Civati, except as explicitly authorized in writing.

- **No Employment Relationship:** This Agreement does not create an employer-employee relationship between Civati and the Freelancer. The Freelancer is not entitled to any benefits, insurance, or other privileges provided to Civati's employees, such as pension plans, paid vacation, health insurance, or retirement benefits.
- **Freelancer's Autonomy:** The Freelancer retains the right to determine the method, means, and manner of performing their services under this Agreement. Civati will define the scope of work and deliverables, but the Freelancer shall have control over the execution, provided they meet Civati's deadlines and quality standards.

17.2 No Partnership or Joint Venture

Nothing in this Agreement shall be construed as creating a **partnership, joint venture**, or any form of shared ownership between Civati and the Freelancer. Both parties acknowledge and agree that their relationship is strictly that of a service provider and a client, and that each party shall maintain complete control over their respective operations.

- **No Shared Liability:** Civati and the Freelancer shall each bear full responsibility for their own operations, financial obligations, and liabilities. Neither party shall be responsible for any liabilities or debts incurred by the other, except as expressly provided for in this Agreement.

17.3 Freelancer's Tax Responsibilities

As an independent contractor, the Freelancer is solely responsible for the payment of all applicable taxes, including income tax, self-employment tax, value-added tax (VAT), and any other statutory contributions required under the laws of their country of residence or jurisdiction.

- **TDS Compliance:** For Indian freelancers, Civati will deduct Tax Deducted at Source (TDS) in accordance with Indian tax laws, as detailed in Section 10. International freelancers are responsible for complying with their own tax obligations and will have 1% TDS withheld by Civati in accordance with Indian tax regulations.
- **No Withholding by Civati:** Civati will not withhold any taxes or make any statutory contributions on behalf of the Freelancer, except for TDS as required by law. The Freelancer is responsible for maintaining accurate records of income earned and ensuring compliance with all applicable tax laws in their jurisdiction.

17.4 Freelancer's Business Obligations

The Freelancer is responsible for maintaining all necessary licenses, permits, and certifications required to perform the services under this Agreement. The Freelancer shall also bear the costs of any tools, materials, equipment, or resources necessary to complete the projects assigned by Civati.

- **Compliance with Laws:** The Freelancer agrees to comply with all applicable laws, regulations, and industry standards in the performance of their services. Civati shall not

be held liable for any penalties, fines, or legal actions arising from the Freelancer's failure to comply with such laws.

17.5 No Benefits or Entitlements

As an independent contractor, the Freelancer acknowledges that they are not entitled to any employee benefits from Civati, including but not limited to:

- Paid time off (PTO) or paid vacation.
- Health or disability insurance.
- Workers' compensation coverage.
- Retirement or pension contributions.
- Unemployment benefits.

17.6 No Agency Relationship

The Freelancer acknowledges that they are not an agent or representative of Civati and have no authority to bind Civati, make representations, or enter into agreements on Civati's behalf. Any actions taken by the Freelancer in violation of this provision shall be considered null and void, and the Freelancer shall be liable for any damages resulting from unauthorized actions.

18. Reputation and Publicity

18.1 Restrictions on Use of Civati's Name

The Freelancer agrees not to use the name, logo, trademarks, or branding of **Civati Media and Digital Assets LLP** ("Civati") in any way, whether for commercial purposes, self-promotion, or publicity, without the express prior written consent of Civati. This includes but is not limited to:

- **Public Announcements:** The Freelancer may not issue any public announcements, press releases, or marketing materials that reference their work with Civati unless explicitly authorized in writing by Civati.
- **Unauthorized Endorsement:** The Freelancer shall not imply or suggest any endorsement, sponsorship, or partnership with Civati in any external communications without prior written approval.

18.2 Permission for Freelancer's Social Media Tagging

The Freelancer is permitted to reference their work with Civati on personal or professional social media platforms, provided that such references comply with the following guidelines:

- **Tagging Civati:** The Freelancer may tag Civati or its official social media handles in posts that showcase completed projects or publicly available deliverables created for Civati.
- **No Confidential Information:** The Freelancer must not disclose any Confidential Information, trade secrets, or internal business processes related to Civati or its Clients in any social media posts.

- **Approval for Specific Projects:** If the Freelancer wishes to highlight specific work done for a Civati Client, prior written approval from Civati is required to ensure compliance with the Client's confidentiality and branding guidelines.

18.3 Content Approval for Publicity

Any posts, portfolios, or marketing materials that mention Civati or display work produced for Civati must be submitted to Civati for approval prior to publication or distribution. Civati reserves the right to reject or request modifications to any such content to ensure that it aligns with Civati's brand standards and Client agreements.

- **Portfolio Usage:** The Freelancer may include completed work done for Civati in their portfolio, provided that it is publicly available and the necessary approvals have been obtained. The Freelancer must ensure that the work is accurately attributed and properly showcases the scope of their involvement.
- **Content Accuracy:** The Freelancer agrees that any references to Civati or the work completed for Civati shall be accurate, truthful, and not misleading. Misrepresentation of the Freelancer's role or the nature of the project will be considered a breach of this Agreement.

18.4 Defamation and Harm to Reputation

The Freelancer agrees not to engage in any activities, communications, or public statements that may harm or damage the reputation, business, or goodwill of Civati, its Clients, or its affiliates. This includes, but is not limited to:

- **Negative Publicity:** The Freelancer shall refrain from making any negative or disparaging remarks, whether online or offline, about Civati, its management, employees, Clients, or the quality of its services.
- **Social Media Conduct:** The Freelancer shall ensure that their conduct on social media platforms reflects professionalism and does not involve any defamatory statements, misrepresentations, or actions that could bring harm to Civati's reputation.

18.5 Remedies for Breach of Publicity and Reputation Provisions

In the event that the Freelancer breaches any of the provisions in this section, Civati reserves the right to pursue the following remedies:

- **Injunctive Relief:** Civati may seek immediate injunctive relief to prevent the Freelancer from continuing any harmful or unauthorized publicity activities, without the necessity of posting a bond or proving actual damages.
- **Compensatory and Punitive Damages:** Civati reserves the right to claim damages, including compensatory and punitive damages, for any reputational harm, lost business opportunities, or financial losses resulting from the Freelancer's actions.

18.6 Survival of Reputation and Publicity Obligations

The obligations outlined in this section shall survive the termination or expiration of this Agreement. The Freelancer acknowledges that Civati's reputation and goodwill are critical to its

business operations and agrees to abide by these provisions both during and after their engagement with Civati.

19. Miscellaneous Provisions

19.1 Entire Agreement Clause

This Agreement constitutes the **entire agreement** between **Civati Media and Digital Assets LLP** ("Civati") and the Freelancer with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral, relating to the services to be provided under this Agreement.

- **No Other Representations:** The parties acknowledge that no other promises, representations, or warranties have been made outside of this Agreement, and any modifications must be in writing and signed by authorized representatives of both parties.

19.2 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If it cannot be modified, the provision shall be deemed severed from this Agreement, and the remaining provisions shall remain in full force and effect.

- **Adjustment to Reflect Intent:** The parties agree that the invalid provision shall be modified or replaced in a manner that reflects the original intent of the parties to the greatest extent permissible under applicable law.

19.3 Modification and Amendments

This Agreement may only be amended, modified, or supplemented by a written document signed by authorized representatives of both parties. Any attempts to modify this Agreement without such written consent shall be considered void and unenforceable.

- **No Waiver by Conduct:** No waiver of any provision of this Agreement shall be valid unless expressly set forth in writing. A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or any other provision, and the waiver of one provision shall not constitute a waiver of any other provision.

19.4 Waiver of Rights

The waiver by either party of any right or remedy under this Agreement shall not operate as a waiver of any other right or remedy, nor shall any single or partial exercise of any right or remedy preclude any further exercise of such right or any other right or remedy under this Agreement.

- **Written Waivers Only:** Any waiver must be in writing and signed by an authorized representative of the party granting the waiver in order to be effective.

19.5 Assignment and Subcontracting

The Freelancer may not assign, transfer, or delegate any of their rights or obligations under this Agreement to any third party without the prior written consent of Civati. Any attempted assignment or transfer without such consent shall be void and unenforceable.

- **Civati's Right to Assign:** Civati may assign its rights or delegate its obligations under this Agreement to any successor entity, affiliate, or third-party service provider without prior notice or consent from the Freelancer.
- **Subcontracting:** Civati reserves the right to subcontract any part of the services to be provided by the Freelancer under this Agreement, provided that such subcontracting does not relieve the Freelancer of their obligations under this Agreement.

19.6 Governing Law and Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of **India**, without regard to its conflicts of law provisions. Any disputes arising out of or relating to this Agreement shall be resolved in accordance with the dispute resolution provisions outlined in Section 14 of this Agreement.

- **Jurisdiction:** The parties agree to submit to the exclusive jurisdiction of the courts located in **[City Name], India**, for any legal proceedings arising out of or related to this Agreement that are not resolved through arbitration.

20. Appendices

This section contains any additional documentation, references, or clarifications required to supplement the Agreement. The following appendices form an integral part of this Agreement and are referenced within the main body of the Agreement.

Appendix 1: Payment Examples

This appendix provides specific examples of how payments will be calculated, including project-based fees, affiliate benefits, and TDS deductions.

- **Example 1: Monthly Payroll Calculation**

If the Freelancer completes a project for ₹100,000, the monthly payroll process will include the deduction of TDS (10% for Indian Freelancers, 1% for international Freelancers).

 - Indian Freelancer Payment Example: ₹100,000 - ₹10,000 (TDS) = ₹90,000 Net Payment
 - International Freelancer Payment Example: ₹100,000 - ₹1,000 (TDS) = ₹99,000 Net Payment
- **Example 2: Affiliate Benefit Calculation**

For a Client brought in by the Freelancer, the Freelancer is entitled to 10% of the first transaction value after taxes. If the Client transaction totals ₹200,000, the calculation would be as follows:

- ₹200,000 - 10% = ₹20,000 Affiliate Benefit

Appendix 2: Freelancer's Tax Documentation

The Freelancer must submit any one of the following documents to Civati for compliance purposes:

- **PAN Card Copy** (for Indian Freelancers)
- **ID Proof** (for international Freelancers: passport or local tax identification)
- **TDS Declaration Form Or Others** (If No PAN Available- TDS Value maybe impacted)
- **Any additional tax documents required under the Freelancer's local laws**