

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("AGREEMENT") IS MADE ON THIS 1ST DAY OF MARCH, 2024 ("EFFECTIVE DATE") AT GURUGRAM, HARYANA, INDIA

BY AND BETWEEN

M/S COLATCH BY AEIOU, a proprietorship firm, bearing, GST No. 27AQOPM7512K1ZC, having its place of business at Flat No18, Bldg No13, Anand Nagar, Park Paud Road, Kothrud, Pune, Maharashtra, 411029, represented herein by its proprietor, Ms. Dharmishtha Mehta (hereinafter referred to as the "Management Firm" or "Agency", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **First Part**.

AND

ARHAM TECHNOLOGIES LIMITED, a, COMPANY bearing GST No. 22AAMCA5357P1Z7, and having its registered office at SHOP NO. - 5, CHITRAKUT COMPLEX, JAWAHAR NAGAR, RAIPUR, CHHATISGARH, 492001, represented by Mr. ANEKANT JAIN(hereinafter referred to as "Client", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, permitted assigns and nominees) of the **Second Part**.

Each of the parties hereto is referred to individually as Party and collectively as Parties.

WHEREAS:

- A. The First Party has expertise in providing services related to celebrity and influencer management.
- B. The Second Party is a Company engaged in the business of STARSHINE ("Brand").
- C. The Client and the Management Firm have agreed to collaborate and work together with respect to the appointing a Celebrity for the promotional purpose of the Brand as per the terms and conditions of this agreement.
- D. The parties have agreed to appoint MS: MONA SINGH, residing at 301, Samartha Krupa, Lokhandwala back road, Lokhandwala, Andheri (West), Mumbai 400053 bearing PAN No. ATOPS2895N, GST No. 27ATOPS2895N1ZI, aged 42, (hereinafter referred to as the "Celebrity") for the purpose of the Services.
- E. Subject to the conditions and terms of this Agreement, and on the basis of the representations, warranties and covenants made by the Parties to each other and

recorded herein, the Parties are therefore entering into this Agreement to record the terms and conditions hereinafter mentioned.

- F. All Schedules and Annexures to this Agreement shall be an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- G. The words and expressions beginning with capital letters and defined in this Agreement (including those in the Schedules and Annexures) shall, unless the context otherwise requires, have the meaning ascribed thereto herein;

AND WHEREAS the parties have agreed to execute and have this Agreement for provision of Services by the First Party for the Second Party as per the terms and conditions set out below.

NOW, THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. ENGAGEMENT

- 1.1. The Client wishes to work with the Management Firm for the purpose of engaging the Celebrity for promotion of its Brand and provide the following services ("Services"):
 - a. Three stock images of celebrity Mona Singh as per reference provided by brand permissible to use only for Digital , Print, Hoarding and Product Packaging purposes.
- 1.2. The timelines and commercials for the shoot and appearance shall be agreed upon separately in writing between the parties.
- 1.3. Client shall be allowed to use the images, video, or any other content for a period of 1 (one) year only ("Term"). Arrangements for any usage beyond the Term shall be negotiated separately between the Parties.
- 1.4. The Client and the Management Firm shall enter into a separate arrangement for ancillary services in addition to the Services agreed above.

2. OBLIGATIONS OF THE MANAGEMENT FIRM

- 2.1 The Agency agrees to provide the following Services with respect to the Agreement:
 - a. To appoint the Celebrity for the shoot of three stock images for print ,digital , Hoarding and Product Packaging use by the client ("Authorised Images") ;
 - b. To do the production work related to the Shooting of Still Images which is to be used by the Client for the sole purpose of the promotion of the Product during the Term.
 - c. To take care of the shoot, and allied work and thereafter deliver the Images of the Celebrity to the Client;
- 2.2 During the term of this agreement, subject to receipt of the financial considerations from the Client, to have the permission of uninterrupted usage of the Authorised

Images for the Term. Unless prevented by ill health or accident, to devote such time and attention as is required to effectively carry out the Services.

2.3 The Management Firm:

- a. confirms that they have full authority to enter into and perform this Agreement and that they are not bound by any previous agreement which adversely affects this Agreement;
- b. confirms that the Services shall be original and will not infringe the Intellectual Property Rights of any third party, except where any material is included at the request of the Client or other third party engaged by the Client;
- c. confirms that the Product and the Services will not contain any obscene or defamatory material and will not expose the Client to criminal or civil proceedings, except where any material is included at the request of the Client or any other third party engaged by the Client;
- d. agrees not to participate in any activities which would prejudice the goodwill and reputation of the Client and/or the Product during the term of the agreement and for a period of 12 months after the date of such termination;
- e. confirms that they shall be responsible for their own tax due under this agreement;
- f. agrees to comply with all the rules in force at such places and locations at which they are required to attend in connection with providing the Services;
- g. acknowledges that the final editorial decision in respect of all advertising publicity, promotional and any other material created under this agreement in respect of the Product shall be at the sole discretion of the Client subject to the undertakings given in this agreement;

2.4 Nothing in this agreement shall prevent the Agency from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the term of this agreement, provided that:

- a. such activity does not cause a breach of any of the Agency's obligations under this agreement; and
- b. the Agency shall not engage in any such activity if it relates to a business which is competitive with the brand or the business of the Client.

3. OBLIGATIONS OF THE CLIENT

- a. The Client agrees that, during the Term of this Agreement, the Images of the Celebrity will solely be used by them by their collaterals, print, digital, Hoarding and Product Packaging media.
- b. The Images of the Celebrity shall solely be used for Brand promotion and not for any other reason which is not mentioned in this Agreement
- c. The Images and material shall not be altered, edited, morphed, remixed without the consent of the Celebrity and the Agency.

- d. The Client shall immediately stop the usage of any material after the expiry of the Term of this Agreement.
- e. The Authorised Images of the Celebrity to solely used with the following terms and conditions:
 - i. The Authorised Images can be used on the following:
 - The marketing collaterals of the Brand;
 - Display of the Digital , Hoarding and Product Packing;
 - The Social Media Handles and the Website of the Client or the Product;
 - Any print ads which are used for Promotion or communication of the product by the Client.
 - ii. The Term for the Usage of the Images will start from the date of the shoot.
 - iii. The Client must stop printing of any packaging material and marketing collateral after 11th month from the date of delivery of Images and must consume the product in the Agreed Term, which is for 12 months (1 Year).
 - iv. Any usage beyond the agreed the terms will attract an additional fee as the endorsement fee for 1 year.
- f. undertakes not to disclose any material nor make any statement, whether true or not, concerning the Agency & the Celebrity's private life, politics and personal views to the media (including newspapers, television and radio) at any time without the prior written consent of the Agency;
- a. agrees that the Agency will not be requested to be involved in any work which would impugn the character or reputation of the Agency in respect of the provision of the Services under this agreement;
- b. undertakes that no material of any nature concerning the Agency shall be used by the Client which would impugn the character or reputation of the Agency;
- c. undertakes that it shall use reasonable endeavours to ensure that no material produced under this agreement will infringe the Intellectual Property Rights of any third party;
- d. agrees that upon reasonable request it shall provide a copy of any record, document, accounts, or other material which assists the Agency in establishing the validity and accuracy of the sums due; and
- e. confirms that it has full authority to enter into and perform this agreement and that it is not bound by any previous agreement which adversely affects this agreement.

4. PAYMENTS

- a. In consideration of the Services, the Client agrees to pay the Fees which shall be discussed and agreed between the parties separately.
- b. The amount paid as the fee is non-refundable.
- c. In case of a breach of terms of this agreement by the Client, the client shall pay INR 3,50,000/- (Indian Rupee Three Lac Fifty Thousand Only), as the compensation to the Agency.

- d. In addition to the above, the Client shall be responsible for payment of the staff fee of the Celebrity and any other cost related to travelling and stay of the Celebrity along with his staff on a case to case basis.
- e. The Client shall reimburse all reasonable out-of-pocket expenses properly incurred by the Agency for the purposes of providing the Services, subject to production of receipts or other appropriate evidence of payment.
- f. The Management Firm shall raise a separate purchase order upon the Client for other ancillary services procured by the Client from the Management Firm.
- g. Client shall be responsible for only those payments which are mentioned in confirmation e-mail.

5. INTELLECTUAL PROPERTY AND MORAL RIGHTS:

- 5.1 During the Term of this Agreement, subject to Clauses 5.1 and 5.3, in consideration of the Fees, the Agency license to the Client the Intellectual Property Rights related to the Authorised Images. Notwithstanding anything contained herein, the right granted under this clause 5 shall automatically terminate on breach of any term, expiry of this Agreement, or termination of this Agreement.
- 5.2 The Client shall be entitled to use, exploit or licence any of the material produced or created as a result of the provision of the Services or as part of the Product in which the Agency appears in sound or vision for the, promotion or advertising anywhere but not for any other purposes.
- 5.3 Subject to the provisions of this agreement, the Client agrees that all Intellectual Property Rights in the Agency's name and image shall be the sole and exclusive property of the Agency.
- 5.4 The Client acknowledges and the Agency asserts their right not to be subject at any time in any material which may impugn the character or reputation of the Agency or their work.
- 5.5 Each party shall immediately give written notice to the other party of any actual, threatened or suspected infringement of the other party's Intellectual Property Rights.
- 5.6 For the purpose of this Agreement the term "Intellectual Property Rights" means all means all patents and patent applications, utility models, rights in industrial designs, trademarks (whether registered or unregistered and including any goodwill in such trade marks), service marks, trade names, business names, internet domain names, e-mail address names, rights in designs (whether registered or unregistered), copyrights (including rights in computer software), moral rights, database rights, rights in know-how, rights in confidential information, rights in trade secrets, rights in inventions (whether patentable or not), rights in discoveries, rights in improvements, rights in techniques, rights in processes, rights in tools, rights in models, rights in concepts, rights in systems and all other intellectual property rights, whether registered or unregistered, including any form of application for any of the same and all similar or equivalent rights which may exist anywhere in the world;

6. CONFIDENTIALITY:

- 6.1 During the term of this Agreement, either Party may be exposed to certain information, including but not limited to information concerning the other party's services, practices, business strategies, clients etc., which will remain confidential at all circumstances.
- 6.2 The Parties shall keep the specific terms of this Agreement and the content of the business discussed between the Parties, confidential. This includes all information shared between the parties, which is or should be, reasonably understood to be confidential or proprietary to the discloser of the information.
- 6.3 It is also clearly understood and agreed that First Party shall not use the name of Second Party or its association with any party without the prior approval of the Second Party.
- 6.4 For the purpose of this Agreement the term "Confidential Information" means all financial, commercial, technical, proprietary, personal and other information or data, trade secrets and know-how of either party, including the terms of this Agreement.

7. TERMINATION:

- 7.1 The parties may terminate this agreement by mutual written agreement after the completion of the term of the agreement, i.e., 12 months from the effective date.
- 7.2 The Agency may by giving three months prior written notice to the Client terminate this agreement if:
- a. The Client commits any serious or repeated breach or non-observance of any of the provisions of this agreement; or
 - b. The Client goes into voluntary or involuntary liquidation or is declared insolvent.
- 7.3 The Client may by giving a month's prior written notice to the Agency terminate this agreement:
- a. if the Agency commits any serious or repeated breach or non-observance of any of the provisions of this agreement;
 - b. if the Agency is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of [30 days] in any 52-week consecutive period; or
 - c. if the Agency is declared bankrupt or makes any arrangement with or for the benefit of her creditors.
- 7.4 The Client may terminate this agreement immediately upon giving written notice if the Agency takes or engages in any action or conduct that brings the Client into disrepute.
- 7.5 Upon termination:
- a. the provisions of clauses 6 (Confidentiality), 8 (Indemnity) and 9 (Governing Law) to 12 (No Partnership or Employment) shall continue in force in accordance with their respective terms;
 - b. the Client will own and retain all Intellectual Property Rights produced as a result of the development of the Product and provision of the Services;

- c. the Client will be entitled to continue to use the name, autograph and likeness of the Agency for a period of six months from the date of termination, and the provisions of clause 4 (Payment) will continue to apply for the period commencing upon termination and ending on the date on which the Client ceases to use the name, autograph or likeness of the Agency.

8. INDEMNITY:

- 8.1 Client hereby agrees and undertakes to indemnify and hold harmless the Celebrity and the Agency against any and all claims all actions, proceedings demands, costs (including without prejudice to the generality of the provisions the legal costs), awards, and damages arising directly as a result of any breach or non-performance by the Client of any of its undertakings, warranties or obligations under this Agreement or non-compliance with applicable laws or any third party claims arising against the Celebrity and the Agency in relation to the services rendered by the Celebrity and the Agency.

9. GOVERNING LAW AND DISPUTE RESOLUTION:

This Agreement shall be governed by the laws of India. Each Party hereby submits to the sole and exclusive jurisdiction of the courts at Gurugram or Raipur, India. In the event of any dispute arising at any time between the Parties hereto in relation to this Agreement, the same shall be referred to a single arbitrator appointed jointly by the Parties. In case the Parties are not able to mutually choose an arbitrator within 30 (thirty) days from the date of the notice of a dispute, the dispute shall be referred to an arbitration panel consisting of three (3) members where each Party shall appoint one (1) arbitrator each and the arbitrators so appointed shall appoint the third arbitrator (who shall be the presiding arbitrator). All such arbitration proceedings shall be held in Gurugram or Raipur (as agreed mutually) in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. The language of arbitration proceedings shall be in English only.

10. NOTICES:

- 10.1 Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, mobile messaging application or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received: (a) in the case of personal delivery or electronic mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch, (c) in the case of mailing, on the seventh business day following such mailing and (d) in the case delivered via mobile messaging application, on the date of such delivery.

10.2 A notice under or in connection with this Agreement:

- a. shall be in writing;
- b. shall be in the English language; and
- c. shall be to the party due to receive the Notice at its address and fax number set out in clause 10.3;

10.3 The address referred to in clause 10.2 is:

(i) **In the case of the First Party:**

Attn: **Ms. Dharmishtha Mehta**

Address: Flat No18, Bldg No13, Anand Nagar, Park Paud Road, Kothrud,
Pune, Maharashtra, 411029

E-mail:marketing@colatch.com

(ii) **In the case of the Second Party:**

[Name of the entity] ARHAM TECHNOLOGIES LIMITED

Attn: [Name of the person] MR. ANEKANT JAIN

Address: [●]SHOP NO. - 5, CHITRAKUT COMPLEX, JAWAHAR NAGAR,
RAIPUR, CHHATISGARH, 492001

E-mail: [●] anekant@arhamtechnologies.co.in

10.4 In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been duly given or served.

11. LIMITATION OF LIABILITY:

Neither party will be liable to the other, in contract or tort, under statute or otherwise, for any amount with respect to consequential, indirect, incidental, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services.

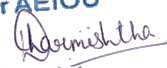
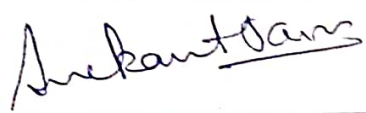
12. NO PARTNERSHIP OR EMPLOYMENT

This agreement shall not be deemed to create any partnership, agency or employment relationship between the parties.

Agreement.

- 13.3 **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, this Agreement shall be read as if such unenforceable provision was not included and all other provisions of this Agreement shall continue in full force and effect.
- 13.4 **Entire Agreement:** This Agreement represents the entire agreement between the Parties and supersedes and replaces any and all prior written or oral agreements regarding the subject matter of this Agreement including, but not limited to, any representations made during any discussions or negotiations whether written or oral.
- 13.5 **Jurisdiction:** The Parties irrevocably agree that any legal action, suit or proceeding arising out of this Agreement shall be brought solely and exclusively in the courts of Gurugram, India or Raipur, India.
- 13.6 **Counterparts:** This Agreement may be executed in several counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS TO THIS AGREEMENT THROUGH THEIR RESPECTIVE REPRESENTATIVES ON THE DATE, MONTH AND YEAR MENTIONED HEREINABOVE.

For Colatch	For Client
For AEIOU  Proprietor	ARHAM TECHNOLOGIES LIMITED 
Name: Dharmishtha Mehta Designation: Proprietor Date: March 4th 2024 Time: 05:00 PM	Name: ANEKANT JAIN Designation: DIRECTOR Date: MARCH 1 ST ,2024 Time: 3:00 Pm

Witness:

Witness 1: SONAKSHI TANDI



Witness 2: 