

Product Endorsement Agreement | Influencer Engagement Agreement

This Product Endorsement Agreement is executed on 17th May 2022, by and between:

(i) Farjiwara Pvt. Ltd., a company incorporated under the Laws of India with CIN No. xxxxxxxx and having its registered office at New Delhi (hereinafter referred as the “Brand”); and

(ii) Mr. Rohit Pradhan, a resident Indian Citizen, Aadhar Number: xxxxxxxx, residing at New Delhi, operating a YouTube channel named Rohit Pradhan, accessible at <https://www.youtube.com/c/RohitPradhan/> (hereinafter referred as the “Influencer”)

The Company and the Influencer are hereinafter individually referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS:

- A. The Brand is engaged in the business of manufacturing and selling of all kinds of Cameras and its accessories, including but not limited to, DSLR Cameras, Camera Lenses, Camera Kits, etc.
- B. The Influencer is engaged in making YouTube videos pertaining to Photography and similar content, thereto.
- C. The Brand has approached the influencer to get its products endorsed by the later on his YouTube channel.
- D. The Influencer has represented and assured that, he makes videos on Photography, Videography, and similar content, thereto; and most of his viewers have their interest on the similar subject matter.
- E. Based on the said representations and assurances, The Brand has agreed to acquire the paid promotion services from the Influencer on a non-exclusive basis. The details of such services have been described in Schedule A and B of this Agreement.

NOW THEREFORE, the Parties, intending to be legally bound hereby agree as follows:

1. PERFORMANCE

- 1.1 Parties agree that the Content will be disseminated on Influencer’s YouTube channel on 24th of June 2022, 30th of June 2022 and 14th of July 2022 (“Date(s) of Performance”). This dissemination on the specified date(s) will constitute the date(s) of performance and upon performance of the promotion of the Content and fulfillment of the terms, and upon payment of compensation by Company as outlined below, this Agreement shall terminate and Influencer’s rights to use the brand name as described within this Agreement shall terminate as well.

- 1.2 Influencer will deliver the agreed number of posts on the agreed platforms on behalf of Company as outlined in Schedule A. The Services shall conform to the specifications and instructions of Company as outlined in Schedule B, abide by the rules of the relevant social media platforms, and are subject to Company's acceptance and approval. Company has a maximum of XX days to reject any deliverable in accordance with this Section and must notify Influencer within XX days of receipt of work that additional revisions and/or amendments will be requested.
- 1.3 Influencer acknowledges and agrees that Company for the purpose of performing the Services under this Agreement shall own, exclusively and in perpetuity, all rights of whatever kind and character, throughout the universe and in any and all languages, in and to the videos, photographs, text and/or all works of similar nature produced, developed, or created by Influencer for this Agreement, and any and all intellectual property rights thereto, including trademarks, trade secrets, trade dress, design, mask work, copyrights, and patent rights (collectively, the "Content"), including the right to sublicense the Content to Company's brand partners (the "Brand Affiliates") . Notwithstanding the foregoing, Influencer may delete posts from his/her owned and/or controlled social media channels containing any Content after a period of thirty (90) days from post date.

2. LICENSE:

- 2.1. Company shall cause Influencer to grant to Company and to Brand Affiliates a limited, non-exclusive, royalty free, right and license to feature Content generated by Influencer as part of the Campaign (including influencer's name and likeness) on Company's and Brand Affiliates owned and controlled social media platforms and within third party digital and broadcast platforms and print platforms including but are not limited to: ad networks, email marketing, paid search listings, television, radio, newspapers, magazines and brochures, Facebook, Instagram, Twitter, Tumblr, YouTube, Pinterest, Vine, Google+ and website blogs during the term of this Agreement and for a period of twelve (12) months thereafter.
- 2.2. Company grants to Influencer a temporary license to use the Brand Affiliates name and promotional materials as may be necessary to achieve the promotional purpose but only in compliance with the Guidelines and only to achieve the promotional purpose as described in the Schedule A. Influencer grants to Company a perpetual license to use Influencer's name and likeness in all media including Company website and the brand website and on social media sites and in all formats of print and digital media advertising.

3. COMPENSATION:

- 3.1. In full consideration of Influencer's performance, his / her obligations and the rights granted herein, Influencer shall be paid [THE AMOUNT AGREED UPON BETWEEN YOU AND INFLUENCER]. This includes any agreed bonus incentives should Influencer meet the agreed targets. Influencer will otherwise perform the services at

his/her own expense and use his/her own resources and equipment. Influencer acknowledges that the agreed upon compensation represents Influencer's entire compensation with respect to this agreement and Company shall have no other obligation for any other compensation to or expenses or costs incurred by Influencer in connection with the performance of its obligations under this agreement. If Influencer has obtained employees or agents (the "Influencer Personnel"), Influencer shall be solely responsible for all costs associated with Influencer Personnel.

3.2. Payment shall be remitted Twenty Percent (20%) upon execution of this Agreement and Eighty Percent (80%) within Seven (7) Days of performance on the final specified date.

4. NATURE OF WORK:

4.1. Influencer is retained as an independent contractor of Company. Influencer acknowledges and agrees that (i) Influencer is solely responsible for the manner and form by which Influencer performs under this Agreement, and (ii) Influencer is a self-employed individual, who performs services similar to the services outlined in Schedule A for various entities and individuals other than Company. Influencer is responsible for the withholding and payment of all taxes and other assessments arising out of Influencer's performance of services, and neither Influencer nor any of Influencer's employees or independent clients shall be entitled to participate in any employee benefit plans of Company.

5. REPRESENTATION AND WARRANTIES:

5.1 Parties represent and warrant to each other that each is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between any third party.

6. INDEMNIFICATION

6.1 The Parties each agree to indemnify and hold harmless against any losses, claims, damages, penalties, liabilities, punitive damages, expenses, reasonable legal fees of whatsoever kind or amount, which result from the negligence or breach of this Contract by the indemnifying party, that occurs in connection with this Contract. This section remains in full force and effect even after the termination of the Contract.

7. TERMINATION

7.1 This Contract may be terminated by either Party as follows:

- Upon [Number of Days] days prior written notice to the other Party, from the event completion date, with or without cause
- Upon the breach of any terms and conditions mentioned herein the Contract
- Upon completion of the services by the Influencer and full payment by the Client

8. CONFIDENTIALITY

8.1 The Parties to this Contract agree that each shall treat private information such as strategies, PR and campaign and content plans, that may be provided by either Party during the term of this Contract strictly confidential. All such confidential information exchanged between the Parties, shall be used solely for the purposes of rendering services pursuant to

this Contract and, shall not be disclosed to any third party without the prior written consent of either party.

9. ASSIGNMENT

- 9.1 The influencer shall not assign the Agreement without prior written consent of the Brand.
- 9.2 Any such assignment in violation of this provision shall be null and void.

10. NOTICES

- 10.1 Any notice required or permitted to be given is to be provided in writing to the person and at the address listed in this Agreement, or certified mail, return receipt requested.

11. SEVERABILITY

- 11.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the validity of any other provision of this Agreement.

12. GOVERNING LAW

- 12.1 This Agreement shall be governed by and construed in accordance with the laws of India.
- 12.2 The Parties agree to submit to the exclusive jurisdiction of, and venue in, the courts of Delhi in any dispute arising out of or relating to this Agreement.

13. ENTIRE CONTRACT

- 13.1 This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

14. WAIVER

- 14.1 No failure to enforce any of its right by a Party shall constitute waiver of such right.

Brand

By:

Name:

Address:

Witness:

Influencer

By:

Name:

Address: ;

Schedule A

Will be filled based on case-to-case basis

Schedule B

Will be filled based on case-to-case basis

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