

July 18, 2024

Ms. Sasha Fernandes

Porvorim, Goa.

Email: sashaferns3@gmail.com.

Mobile: +91- 99757 44755.

Dear Sasha,

Further to our discussions, we are pleased to inform you that the Company agrees with you to be engaged as a Freelance Script Writer on the following terms and conditions:

1. **Term:** This appointment shall be effective with immediate effect and continue for a minimum period of Twelve (12) months, until terminated in accordance with the terms of this Letter. You shall be available to support the initiatives of the Company in accordance with the scope of service mentioned below. Nothing in this appointment shall be construed as constituting a relationship of partnership, joint venture or agency relationship between the parties. During your appointment with the Company, you shall not render similar services to any other Company.
2. **Scope of Service:**
 - 2.1 As a Freelance Script Writer, you will be responsible for providing scripts as per annexure A, that will be used by Timbre Media or its partners, associates or authorized entities who have entered into an agreement with Timbre Media to provide programming support.
 - 2.2 You shall provide the scripts as per a mutually agreed schedule which shall be coordinated with you, by the programming team of Timbre Media.
 - 2.3 You shall also provide and complete all specific assignments/projects arising out of or in connection with the broad objectives specified above, as may be assigned by the Company from time to time.
 - 2.4 You shall report to the Head of Content or anyone else who is assigned as your reporting officer by the Company from time to time.
 - 2.5 You will exercise all due skill, care and diligence in performing the services under this appointment. As an associate of the programming team, you shall provide the services in a competent and professional manner, which is normally required for such services, and any loss or damage that is suffered by the Company on account of your willful or negligent failure to act in such a competent and professional manner, shall be indemnified by you to the Company.
3. **Evaluation and Review:** The services performed shall be evaluated and reviewed on a regular basis by the Company. You shall follow a periodic reporting and review process in a form and manner that is satisfactory to the Company. Any service provided by you to the Company that does not meet the quality standards and specifications of the Company shall be rejected by the Company and you shall not be eligible for any payments for such rejected products/services.
4. **Fee:** In consideration for the provision of services, the Company shall pay you a fee as per Annexure A. You shall submit an invoice attaching the details of the shows scripts provided by you for a particular month on or before the first working day of the succeeding month, which is intended to be paid by the Company within 10 days of submitting the invoice by you. All payments shall be made after withholding taxes as applicable in

accordance with the Income Tax Act. All expenses incurred by you in connection with the services/ assignments carried out as per the directions of the Company, and communicated in writing in advance, shall be reimbursed by the Company, against supporting documents.

- 5. Intellectual Property Rights:** Any and all copyright and other intellectual property in any work, content, design, drawings, program, document, recording, reports, manuscripts, solutions or any other material, items designed, created or developed by you in the performance of services in accordance with this appointment shall automatically stand fully assigned in perpetuity to the Company and be owned by the Company for use in any part of the world as the same is done on a work for hire basis. You hereby undertake and agree that no part of the work performed and the provision of the services shall infringe the copyright or any other intellectual property rights of any third party. The Company owns all right, title, interest in its trade name, logo and its other intellectual property. Nothing contained herein shall give you any right or interest in any intellectual property rights of the Company. Any discovery or invention of secret process or improvement in procedure made or discovered by you while in the service of the Company in connection with or in any way affecting or relating to the business of the Company or capable of being used or adapted therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company. You shall execute all such deeds and documents as may be required by the Company for making the title, right or ownership of the Company to such invention process or improvement absolute, without any additional compensation required to be paid to you by the Company for this purpose.
- 6. Confidentiality:** You shall not, except as authorized in advance in writing by the Company or required by your duties or law, reveal to any person or Company any of the trade secrets or confidential operations, processes or dealings, or any information concerning the organization, business, finance, transactions or affairs of the Company, or those of the Company's customers, which may come to your knowledge during your appointment hereunder, other than information which is already public. Copying and/or duplicating and sharing any of the company or its client related information or material with anyone outside the organization without the written direction from the Company shall be considered as a serious breach of confidentiality. You shall ensure complete secrecy of all confidential information entrusted to you and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or its business, or may be likely to do, other than information which is already public.
- 7. Non-Compete:** You shall not, during the period of this letter and your association with the Company, pursuant to this letter and for a period of three months from the date of disassociation with the Company, undertake or engage, directly or indirectly, in any form, which shall result in competing with the business or the activities of the Company.
- 8. Termination:** Either party may terminate this appointment by giving 30 days prior written notice to the other. The Company may also terminate this appointment, forthwith (a) in the event the representations made by you turns out to be false or incorrect; (b) in the event of breach by you of the terms herein contained and such breach is not remedied within 3 days of notice in writing from the Company setting out the details of the breach; (c) in the event of non-performance or unsatisfactory performance of the services or any part of the services. In the event of termination of this appointment for any reason whatsoever you shall promptly return to the Company all information, documents and other information furnished by the Company to you during the term of your appointment and you shall not retain any copies of the same. You shall indemnify the Company against all proceedings, costs, claims, demands, expenses and other liabilities whatsoever brought or made against or incurred by the Company by reason of breach by you of applicable laws or the terms contained herein or by reason of fraudulent or unauthorized acts, misrepresentation, omissions or negligence in the provision of the services under this letter.
- 9. Arbitration:** Any disputes, differences relating to, arising out of or in connection with the terms of this Appointment shall be referred to arbitration by a sole arbitrator appointed by the Company in accordance

with the Arbitration and Conciliation Act 1996 to be held at Bangalore. English shall be the language for Arbitration. Indian Law being the applicable Law.

10. Assignment: You shall not assign your rights, obligations under this appointment to any third party except with the prior written approval of the Company.

If the above terms and conditions are acceptable to you, please sign and return to us the duplicate of this letter in token of your acceptance.

Thanking You,
Yours faithfully,
For Timbre Media Private Limited

A handwritten signature in black ink, appearing to read "S. S. S.", is written over a horizontal line.

Director



I have read and understood the Terms and Conditions stated above and agree to act as Freelance Script Writer on the above terms and conditions, effective from, 2024.

Annexure A

Compensation / Remuneration to be paid by the Company for the services rendered

Position	Task	Minimum Unit of work	Additional Fee	Remarks
Freelance Script Writer	Scripting	As mutually agreed between you and the Project Lead from Timbre Media at the start of every Project	Rs 1 to 2 per word (depending on the effort needed to prepare), for every article	Including incorporation of feedback/ changes

Notes:

- The finished script's word count, which will be sent to the client, will be used as the measure of work done.
- The Freelance Script Writer is expected to spend the time that is required to ideate, brainstorm and interact with the client/ Timbre Media team to the extent needed.
- Before the start of every new project, the Parties shall discuss and agree on the deliverables and execution plan