



Contract for Services / Non-Disclosure Agreement / Terms and Conditions

This agreement is by default applicable to all the freelancers, individual, firm, company, agency working for NVFX Studio / Niraj Chokshi on their visual effects, editing, designing, motion graphics and any other projects awarded by NVFX Studio.

1) Booking Summary

- a) Project** – This is an agreement to perform specific work on motion graphics, visual effects projects for the duration specified in each bid request sheets.
- b) Project Description** – The contractor is expected to perform highly skilled services for the Client throughout the duration of the Project.
- c) Booking** – Client agrees to engage services of Contractor every weekday for the period of. Contractor agrees to perform their services to the best of their ability and to the satisfaction of Client during each of the days on which they are booked.
- d) Rate** – Client agrees to pay Contractor finalized BID amount for work performed for NVFX Studio under the terms of this agreement.

2) Terms

- a) Nature of Service** – Contractor agrees to perform services outlined in Section 1 as specified by Client. The contractor shall be treated as an independent contractor and not as an employee with respect to such services for all purposes, including federal and state income tax purposes and unemployment insurance. Contractors acknowledge that he/she is responsible for their own medical insurance, workers compensation, and taxes and will provide evidence of such to Client.
- b) Tools and Instruments** – Contractor will supply all tools, equipment, and supplies required to perform the services under this Agreement.
- c) Booking Length** – Client agrees to hire a contractor on a daily rate basis for the initial length of the booking set forth in Section 1b and the attached booking addendum(s). Contractor acknowledges that they will only be paid for days they are actively working on the project(s) set forth in section 1b or in an addendum.
- d) Compensation** – Contractor shall provide Client with a Log of hours (Timesheet) spent on each Project as well as an invoice or other equivalent documentation setting forth the work performed and compensation due under this agreement. The Client must approve and confirm that the hours and rate are correct before the invoice is submitted for payment.
- e) Payment Terms** – For services rendered under this Agreement, Client agrees to pay Contractor the compensation within 90 days (Net 90) of receipt of invoice. Invoices must be generated on time and sent along with the delivery of the project.
 - i)** Neither GST nor TDS nor extra Income taxes of any kind shall be withheld or paid by Client on behalf of Contractor or the employees of Contractor.
 - ii)** Each job must be completed to the satisfaction of Client, or compensation may be disputed/withheld.
 - iv)** Contractor understands that, as an independent contractor, they are not entitled to overtime compensation.

v) Client shall not be liable to Contractor for any expenses paid or incurred by the Contractor unless previously approved in writing.

f) **Cancellation** – Client reserves the right to cancel the Contractor's service at any time for reasons related to non-performance and unsatisfactory completion of Services rendered to Client. In such occasions, payment will not be processed.

In addition, Client reserves the right to cancel the remaining booking dates if the delivery dates, scope, or creative on the Project(s) changes, in such events as well the job will not be entertained and will be marked as cancelled.

In the event of a cancellation from Client, Contractor will be paid for their time worked on the job and not the remainder of the booking.

g) **Extension** – The Contract for Services/Booking may be extended with an attached and signed Addendum A – Extension of Services/Booking under the same terms outlined here.

3) Non-Disclosure

a) Client and Contractor agree that during the course of Contractor's employment, Contractor may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "Confidential Information") provided to or developed by Client and/or Contractor.

b) Said Confidential Information includes, but is not limited to, the identity of Client's customers, particular needs of each customer, the manner in which business is conducted with each customer, business techniques, suppliers, technical know-how, computer programs, devices, machines, methods of production, pricing, delivery schedules as well as ideas and concepts for all of the above.

c) Since Contractor may be exposed to and become aware of said Confidential Information and, because of its unique and confidential nature, the parties hereto desire to afford Client protection against its unauthorized use or its use in any manner detrimental to Client.

d) Therefore, Contractor shall not disclose in any manner whatsoever any of the aforesaid Confidential Information, directly or indirectly, or use it in any way whatsoever, either during Contractor's employment with Client or any time thereafter, except as required in the course of his/her employment with Client or except as otherwise provided in this Agreement. Further, Contractor shall develop and maintain procedures and take other reasonable steps in furtherance of Client's desire to maintain the confidentiality of its Confidential Information. In the event that Contractor is unsure whether certain information is Confidential Information of Client, Contractor agrees to treat said information as Confidential Information pursuant to this paragraph unless Contractor is advised to the contrary in writing by Client.

e) Contractor agrees that during their business relationship and for a period of one year immediately following the termination of his/her business relationship with Client, he/she will not make known to any person, firm, or corporation, either directly or indirectly, the names or addresses of any of the clients of Client or prospective clients of Client or any other information pertaining to them, or call on, solicit, take away, or contact for the purpose of taking away business, any of the clients of Client or prospective clients of Client, either for himself/herself or for any other person, firm, or corporation engaged in a business which is competitive with Client's business.

4) Ownership of Records

a) All files, final designs, records, documents, specifications, equipment, client lists, billing lists, and similar items relating to Client's business methods and the conduct of Client's business, specifically including those which might be

deemed the subject of or related to trade secrets of Client's business, whether prepared by Contractor or otherwise coming into Contractor's possession regardless of who actually purchased or designed the originals, shall remain the exclusive property of Client and shall not be copied or removed from the premises of Client without express written consent of Client. All such items shall be immediately returned to the Client by Contractor upon the termination of this Agreement.

If the Contractor purchased any materials, the Client shall have the right to purchase the originals by reimbursing him/her for the original cost.

b) All work completed by Contractor for Client is considered Work-for-Hire and therefore is the exclusive property of Client and cannot be used by Contractor in any way to solicit business, for self-promotion, or for any other purposes without the express written permission by Client.

I hereby acknowledge that by working with / for NVFX Studio / with Niraj Chokshi , I accept all the terms and conditions and the Non Disclosure Agreement.