

SERVICE AGREEMENT

This Agreement is made and entered into on 3rd Oct 2025 by and between:

Company: Fluidesigns India (OPC) Pvt Ltd, having its principal office at Shi 15/121 D-1 Ka Bharlai Shivpur Varanasi India ("company"),

AND

Contractor: CreativeWebo Private Limited, residing at 1805, Haware Infotech Park, Near Inorbit Mall, Vashi, Navi Mumbai - 400705 ("Contractor").

1. Engagement

- a. The company engages the Contractor to perform the services described in this Agreement, and the Contractor agrees to provide such services, on the terms and conditions set forth herein.
- b. The contractor would be whole sole representative of the company and they need to use Companies provided email ID for any company communication (call, Email, Slack etc)

2. Scope of Services

- a. The Contractor shall provide ongoing UI design services as part of the Company's retainer pod model, including but not limited to the following:
 - i. Visual Design & Style Guidelines
 - Develop and maintain a consistent visual style guide and component library.
 - Ensure visual identity aligns with brand guidelines and enhances usability.
 - ii. Interface & Interaction Design
 - Design high-fidelity screens and interactive elements for web and mobile platforms.
 - Ensure an intuitive and engaging user experience through layout, typography, color, and visual hierarchy decisions.
 - iii. Prototyping & Motion Design
 - Create interactive wireframes, clickable prototypes, and micro-animations to communicate design intent.
 - Provide specifications and assets required for development handover.
 - iv. Collaboration & Consistency
 - Collaborate closely with UX Designers, the Head of Design, and other stakeholders to ensure visual consistency across the product.

- Incorporate user research and feedback into visual refinements.
- b. Services shall be performed in accordance with professional standards and within agreed timelines. Any change in scope must be approved in writing by both parties.
- c. The Contractor shall also be responsible for providing team management support and guidance to the members working on this project, as required.

3. Term

- a. The term of the engagement is 1 month. Immediate working requirement would be for 1 month. Start date - 1st Oct 2025. It could be renewed monthly based on mutual agreement on the terms.
- b. The Contractor is expected to provide services of 9 (Nine) hours per day on working days. However, the actual working hours may vary depending on project requirements, and the Contractor may be required to work for more or less than 9 hours on certain days. Such variations shall not affect the compensation payable under this Agreement. The Contractor is required to accurately record the actual hours worked on a daily basis in the designated timesheet provided by the Company.

4. Compensation

- a. The contractor will be paid INR. 75,000 per working month for the project. GST would be on the top of the invoice as per the Government laws. Invoice to be raised by the end of every working month. Payment on the invoice will be done in a 30 days credit period.
- b. Payment Schedule: The fee will be credited on monthly basis
- c. Travel, Hotel and Additional Expenses
 - Travel to company Location (if required) and associated local expenses are not included in above charges
 - Travel, accommodation and other expenses for all out-station travel should be pre-approved by company and will be billed on actuals.
 - In case any other material (outside service capability provided by contractor) which requires an additional purchase must be provided by the company (for example- buying images/font etc.)
 - All travel and related expenses shall be made post the written approval from the company

5. Payment Terms

- a. Contractor shall submit invoices for fees and approved expenses at the end of each month
- b. All invoices raised by the Contractor shall be payable within thirty (30) days from the date of invoice ("Credit Period").

6. Working Schedule

- a. The Contractor shall be available during the Company's standard working hours of 10:00 AM to 7:00 PM. In addition, the Contractor agrees to be available for calls and meetings as per client requirements, which may occasionally fall outside the Company's standard working hours.
- b. Public holidays will be counted as paid days and will not reduce the monthly commitment.
- c. The engagement will be based on 22 working days per calendar month. Any leaves taken will be treated as unpaid, while public holidays, as per the Company's official holiday list, shall be applicable.
- d. Communication will take place via Slack/Email. Weekly check-ins or sprint reviews will be scheduled via Zoom/Meet.

7. Ownership of Work

- a. All deliverables, documents, designs, code, and other work products created specifically for the company under this Agreement shall be the sole property of the company upon full payment.
- b. The Contractor shall not use or disclose such work product for any other purpose.
- c. The Contractor retains ownership of any pre-existing intellectual property not developed for the company but grants the company a license to use it if incorporated into deliverables.

8. Confidentiality

The NDA dated 6th Oct 2025 between the Parties shall continue to apply to all services and obligations under this Agreement.

9. Non-Solicitation & Non-Engagement

The Contractor agrees that, for a period of **twenty-four (24) months** following the termination or cessation of this engagement, the Contractor shall not, directly or indirectly:

- a. Client Restriction – Approach, solicit, accept employment from, or provide services to the Company's clients or partners involved in this project, whether independently or through any third party, without the Company's prior written consent.

- b. Employee/Team Restriction – Solicit, recruit, hire, or attempt to hire any employee, consultant, or contractor of the Company, or any individual from the client's side who was involved in the project.
- c. No Circumvention – Accept or act upon any approach, request, or offer for employment or engagement from the Company's clients, partners, employees, or contractors involved in the project, even if such approach is initiated by them.

10. Independent Contractor Relationship

- a. The Contractor is engaged as an independent contractor. Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, or joint venture.
- b. Contractor shall be responsible for their own taxes, insurance, and statutory obligations.

11. Warranties

The Contractor represents and warrants that:

- a. Services will be performed with reasonable skill and care.
- b. Deliverables will not infringe upon the intellectual property rights of any third party.

12. Termination

- a. Either party may terminate this Agreement by giving 30 days' prior written notice.
- b. The Company may terminate this Agreement immediately in the event of breach, misconduct, or non-performance by the Contractor. However, in cases of alleged non-performance or misconduct, the Company shall first notify the Contractor in writing of the circumstances constituting such non-performance or misconduct and provide the Contractor ten (10) business days to correct or remedy the same. If the Contractor fails to rectify the issue within this cure period, the Company may proceed with termination.
- c. Upon termination, the Contractor shall be paid for services performed up to the effective termination date.

13. Governing Law & Jurisdiction

This Agreement shall be governed by the laws of India, and any disputes shall be subject to the courts at Mumbai.

14. Final Settlement & Handover

Final month's payment shall only be released after the Contractor delivers all work-in-progress, credentials, documentation, and a complete handover, and the company confirms no dependencies remain outstanding. Company may withhold part or all final dues until handover is satisfactorily completed.

15. Publicity & Non-Disparagement

The Contractor shall not use the company's name, logo, or work in portfolio, publicity, or press without prior written approval. Neither Party shall make disparaging statements about the other.

16. Miscellaneous

- a. Entire Agreement: This Agreement + NDA represent the full understanding.
- b. Assignment: Contractor may not assign; company may assign to affiliates.
- c. Force Majeure: No liability for delays beyond reasonable control.
- d. Counterparts/E-sign: May be executed electronically and in counterparts.

17. Contractor details

- a. Designer Name: Arshad Labbai (Creative Webo)
- b. Designer Role: UI/UX Designer
- c. Contact Number: 9076062744
- d. No. of years of experience: 2 years

For **CreativeWebo Private Limited**

Asif Pathan



Founder & CEO
Date: 6th Oct 2025

For **Fluidesigns India Pvt Ltd**

Ashish singh

Founder & CEO