

AGREEMENT

The provisions hereto are to confirm the details of the engagement, not to secure the engagement and upon acceptance by yourself ("celebrity"), it will be deemed as a legally binding contract between "Invite Celebrity Guest" and the "celebrity". The terms and conditions provided herein-under shall be in addition to the terms of service, privacy policy and disclaimer at "Invite Celebrity Guest" website, invitation terms and conditions agreed upon in case of any invitation received by the celebrity through "Invite celebrity Guest".

When you register as a celebrity, from time to time, "Invite Celebrity Guest" allows the creation of the profile and access to "Invite Celebrity Guest" services, as provided on its website. "Invite Celebrity Guest" promotes the celebrity via their profiles as maintained by them on "www.invitemycelebrity.com" to its client registered with it, and thereby provide work to celebrity (model, actor, actress, entertainer, etc.) through "www.invitemycelebrity.com", but there is no guarantee whatsoever to get any assignment. If any client selects any celebrity for performance in their respective service categories listed on the website, "Invite Celebrity Guest" will contact such celebrity thereabout and offer the assignment.

By furnishing the details in the registration form, you agree to these terms and remain bound by all of its contents. The celebrity has agreed to provide the performance, for any event conducted by the client on the date(s) specified and at the fee(s) specified and other terms as may be specified in the invitation form.

1. Definition:

Celebrity Data shall mean the personal profile(s), skill sets, pictures, audios, videos, contact details, assignments undertaken, fees and rates or other data in any form including information, text, message, graphic, voice, video, etc, relating to the celebrity provided during registration at "Invite Celebrity Guest"

Event shall mean events like product launch, exhibition, roadshow, fashion show, musical shows, live performance and such other similar events etc. as may be undertaken by the client.

Performance fee shall mean the performance fees provided by the celebrity for rendering the requisite services in any event and specified during the registration.

Service means "Invite Celebrity Guest" as currently provided at the uniform resource locator "www.invitemycelebrity.com", an internet-based means of access (including all versions and updates thereto) to the celebrity and the celebrity data and such other functionality and material as may be offered to client from time to time at "Invite Celebrity Guest" sole discretion.

"Invite Celebrity Guest" shall mean Yeap Projects Pvt Ltd. a company incorporated under the companies Act 1956 having its corporate office at 0307 Lansum Oxygen Towers, Seethammadhara, Visakhapatnam, India 530013, engaged in providing the services through its online platform viz. www.invitemycelebrity.com that facilitates the event planners' choose and connects with the performers, actors, models and other entertainers empanelled with "Invite Celebrity Guest", who they deem suitable for any particular event.

Celebrity supporting staff shall mean the `celebrity' requirements for food, accommodation, travel, dressing rooms, technical specifications, equipment(s) setup, stand-in persons and other necessary requirements to be provided in the invitation form to be furnished by the celebrity for its acceptance of any event

2. Confirming the Invitation

The celebrity shall execute the invitation form in the prescribed proforma as given on the dashboard to confirm its booking and pursuant to which the celebrity shall be bound to perform at the event on the date specified and at the performance fee specified in the invitation form (available on the dashboard).

3. Invite Celebrity Guest's fee

"Invite Celebrity Guest" is entitled to deduct this service charge from any amount paid in advance by client/event organisers to the celebrity. Celebrity agrees that it is solely liable for the amount payable to "Invite Celebrity Guest" as service charge and that the service charge shall be deducted from any amount payable to the celebrity.

4. Payment of Performance Fees

Subject to the terms of the invitation form, the agreed performance fee shall become due and payable to the celebrity within 5 business days after the same been received from the client or the date of the event, whichever is later.

The performance fee shall, subject to the deduction of "Invite Celebrity Guest" fees and applicable taxes be paid by direct deposit into the celebrity bank account specified in the registration form or account payee cheque in the name of the celebrity.

5. Extended Performance Fees

If the celebrity is required to perform at the event for longer than the time of performance indicated in his/her quote during his/her shortlisting, the celebrity agrees and acknowledges that such extended performance shall be his/her sole discretion and any additional surcharge towards the extended performance shall be as per agreement with the client and will be paid to the celebrity upon receipt from the client.

6. Celebrity Supporting Staff

The celebrity acknowledges that the provision of the celebrity supporting staff shall be the sole responsibility of the client at their own expense and "Invite Celebrity Guest" has no responsibility in this regard except that it has conveyed the same to the client.

7. Expenses

The performance fee by the celebrity will be inclusive of all expenses required by the celebrity to perform at the event, unless otherwise agreed. The celebrity agrees to include any such expenses (like travel expenses, taxis, food, rehearsal time, hotels, flights, parking etc) within the celebrity supporting staff and shall remain subject to approval by the client. The said expenses as approved by the client shall be reimbursed subject to receipt of necessary supporting vouchers from the celebrity if incurred by him/her, within 5 days from the receipt of same from the client.

8. Complaints

"Invite Celebrity Guest" cannot be held responsible for the actions or failures of either the client or the celebrity. Any dispute between the client and the celebrity based on changes to the contract/performance that were agreed by both the client and the celebrity must be settled between the 'client' and the 'celebrity' directly.

9. Cancellations

9.1 Cancellation by the client:

In case of cancellation of the event by the client pursuant to this invitation form, "Invite Celebrity Guest" shall inform the celebrity of the cancellation immediately. In such event, the cancellation fees, if any, provided in the invitation form shall be paid to the celebrity within 7 days of receipt from the client.

9.2 Cancellation by the celebrity:

Cancellation by the 'celebrity' is not allowed for any reason except circumstances covered by 'force Majeure' as provided in clause 17 hereto.

In the unlikely event that the 'celebrity' cancels the booking, the celebrity shall be liable to refund any and all fees/advance received for the event and indemnify for any and loss incurred by "Invite Celebrity Guest" including but not limited to the increased performance fees charged by the replacement celebrity, if any arranged by "Invite Celebrity Guest" for the event. The celebrity understands and acknowledges that this liability to indemnify "Invite Celebrity Guest" is in addition to any damages pursued by the client against the celebrity for the cancellation.

10. Representations and Warranties

Celebrity represents and warrants that he/she:

- a) shall make him/herself available for any events booked through "Invite Celebrity Guest" for the duration agreed with the client and shall provide the services as agreed with the client diligently.
- b) shall not infringe or misuse the intellectual property rights of the third party.
- c) shall abide by all the rules and regulations related to the venue of his performance.
- d) shall not insult, hurt the sentiments of any party or use abusive language venue of his performance.
- e) acknowledges that "Invite Celebrity Guest" is not responsible for any misbehavior on the part of the client and the celebrity is solely responsible for his or her own safety. Celebrity participation in any public or private event is at his/ her sole and exclusive risk and the celebrity is personally responsible for all costs and risks associated with any public or private event or activity.
- f) acknowledges and agrees that "Invite Celebrity Guest" is not liable to any lawsuits, refund of money to the celebrity in case the client finds his/ her behavior and quality of performance substandard or below par or if he /she is not present for the event as per these Terms and conditions.

11. Celebrity Guarantee

The 'celebrity' agrees to provide a performance that is to the best of their ability, and reflects fully the likeness of the 'celebrity', as known to "Invite celebrity Guest" and as advertised to the 'client' via distribution of the 'celebrities' promotional materials, profiles, pictures, videos, web page etc. The celebrity will make every effort to ensure their performance is outstanding, adhere to the client's expectations within all reasonableness, be polite and courteous with the client, their guests and all venue staff and contractors.

The 'celebrity' agrees to provide all equipment required to undertake this performance, unless the equipment has been contractually agreed to be provided by the 'client' or a third party. It is the 'celebrity' responsibility to ensure the good working order & safety of their own equipment, and to obtain all necessary insurances & certification.

The 'celebrity' will refrain from excessive drinking before, during and after the performance at all times when the 'client' or their guests are present. The 'celebrity' will not under any circumstances partake of any illegal drug use on the day of the event, or while at the event 'venue', or while in the presence of the client, their guests, venue staff or other associated suppliers or celebrities.

The 'celebrity' will not smoke in restricted areas or park their vehicles in restricted areas at the performance venue. The 'celebrity' will not display any other conduct deemed anti-social, illegal, nor reflecting badly upon them, "Invite Celebrity Guest" or the

`client'. The adjustment of the volume and sound level of any equipment shall be as the `client' reasonably requires.

The `celebrity' at the time of agreeing to or signing this contract shall not be under any contract to a third party that might preclude him/her from fulfilling the engagement.

The `celebrity' shall be suitably and tidily dressed during their performance except with the consent of the client or where wearing other attire is deemed to be a necessary part of their act. The `celebrity' is not employed by "Invite Celebrity Guest" and they are responsible for their own accounting and payment of income tax, service tax etc

12. Special condition on the celebrity

It is understood by the celebrity that the client(s) in terms of their engagement with "Invite Celebrity Guest" are prohibited to make any direct dealings with the "Invite celebrity Guest's" celebrity(s) without the prior permission of "Invite Celebrity Guest". The celebrity undertakes to not approach, engage, solicit, make or accept any offers and/or otherwise deal with the client(s), directly or indirectly, without "Invite Celebrity Guest's" involvement for any event undertaken by the client.

The `celebrity' agrees not to hand out business cards or any promotional materials bearing their personal telephone number and/or address, or any other contact details other than those of "Invite Celebrity Guest", to the `client', their guests, staff, venue or contractors. If approached, the `celebrity' must inform the person/s concerned to contact "Invite Celebrity Guest".

In the event of any such engagement between the celebrity and the client to be found in later stage, the celebrity shall be liable to pay "Invite Celebrity Guest" a penalty amount which the celebrity acknowledges as reasonable and justified compensation to "Invite Celebrity Guest" for breach of contract. This clause shall survive the event with respect to the client, organiser of the event.

13. Merchandising

Celebrity shall not sell any goods, products, merchandise or services (other than the services provided herein) on the property of "Invite Celebrity Guest" / client except by express written permission of the "Invite Celebrity Guest".

14. Recording, Reproduction or Transmission of Performance

"Invite Celebrity Guest" has the right to record and upload the photos, videos, testimonials, and interviews (hereinafter referred to as "content") of the performance of the celebrity on the website to showcase and promote the celebrity's work in order to generate more invitations for the celebrity. The copyrights of such work shall be jointly owned by the celebrity and "Invite celebrity Guest".

15 Promotion

"Invite Celebrity Guest" / client shall be entitled to advertise and promote the appearance of celebrity at the event. Celebrity acknowledges that "Invite celebrity Guest" / client will rely on the terms hereof in all such promotions and advertising. Celebrity hereby acknowledges and agree that "Invite Celebrity Guest" / client may use their name(s), photographs, likeness, facsimile in promotional materials and advertising designed to increase the attendance at event.

16. Indemnification

Celebrity agrees to indemnify, defend and hold harmless "Invite Celebrity Guest" from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by "Invite Celebrity Guest" that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these terms and conditions. This clause shall survive with respect to the client(s) with whom the celebrity has undertaken event(s) through "Invite Celebrity Guest".

17. Force Majeure

In cases of 'force Majeure' (which shall be known as war, fire, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God), which are not attributable to any act or failure to take preventive action by the 'celebrity' or 'client', then the 'celebrity' may cancel this booking without penalty other than loss of Performance fee.

18. Independent contractor

Celebrity acknowledges that they shall perform their obligations hereunder as an independent contractor and not as an employee of "Invite Celebrity Guest". Celebrity shall have sole control and direction in the conduct of the performance at the event.

19. General Matters

19.1 The celebrity shall not without prior consent of the "Invite Celebrity Guest" disclose or publish in any media or use contrary to these terms and conditions, the IPRs or confidential information of the "Invite Celebrity Guest" or any derivative works therefrom.

19.2 The celebrity shall maintain utmost confidentiality with regard to any information, materials, plans, discussions, strategies, agreements or any outcomes or products as a

result of or related to the collaboration. Any information, materials etc which are already in the public domain or which are not proprietary to any party shall not form part of the confidentiality obligations.

19.3 The celebrity shall return, upon the completion of the event, the celebrity supporting staff to the satisfaction of the client.

19.4 These terms and conditions shall be construed according to and subject to the laws of India and courts in the city of Visakhapatnam shall have exclusive jurisdiction to try any matter relating to or arising out of this Agreement.