

Marketing Service Agreement

This Agreement executed between **CLINCHER ADVISORY SERVICES PVT LTD**, a company registered under the provisions of the Companies Act, 2013, having its Registered Office at Delhi (hereinafter referred to as “the Company” which expression shall, unless repugnant to the context, include its successors and permitted assigns) and **Service provider**, include his/ her/ its legal heirs, executors and administrators. The Company and the service provider are hereinafter referred to as “the Party” individually and “the Parties” collectively. **Whereas** the Company is engaged, inter alia, in providing business and marketing support services, organizing customer awareness programs, marketing campaign and in conducting, disseminating the information, merchandising of the premises, Document collection and assisting in providing product training and, for that purpose, collection, analysis and dissemination of data and related ancillary activities for economic, academic and policy applications. Company maintains a website ‘gosalesplus.com’ which provides a wide range of services in relation to marketing and information technology services including but not limited to outsourcing services. **And whereas** the service provider has represented to be competent and proficient in the above businesses/any of the business in which the Company is interested and the Company is desirous of availing the services of the service provider and the service provider agrees to provide the Services diligently and faithfully on mutually agreed terms strictly in accordance with law.

NOW, therefore, in consideration of the mutual covenants contained in this Agreement, the Parties hereto agree as follows:

1. Scope of Work:

1. Organizing customer awareness programs, customer satisfaction survey through organizing marketing campaigns, or any other different mean providing market feedback data, client feedback data to the companies.
2. Business and marketing support services includes newspaper inserts, conducting surveys, printing and distribution and publicity materials, display of hoardings, backend support services like data entry and processing, collection of documents, verification of customers, taking feedback and preparing reports. Dissemination of information, Merchandising of the client premises, Conducting Road Shows. Assisting in providing product training to the sales personnel.
3. Any other assignments/ancillary in accordance with the direction and instruction given by the company from time to time.

2. CONTRACT PRICE:

In consideration of the Services of the service provider, the Company shall pay to the service provider such amounts or at such rates with applicable taxes, at such intervals decided mutually after deduction of tax at source at the rates applicable. All the payment shall be made through FT/NEFT/RTGS/Account Payee Cheque or any other mode generally acceptable by banking channel.

3. STRICT CONFIDENTIALITY AND INTEGRITY:

The service provider acknowledges that the job entrusted to him shall be strictly confidential and undertakes not to disclose the details of the job, the information collected or processed, results thereof, any confidential information collected, gathered or otherwise gained any confidential information of the Company to anybody other than the officer of the Company authorized for reporting of the job. The service provider acknowledges that the information to be provided by him to the Company may be basis for important business decisions of the clients of the Company. The service provider undertakes to observe and maintain complete integrity in all aspects of the Indent of Job and the information to be supplied by him to the Company and not to provide any Information which he does not know or believe to be true. The service provider vouches for the correctness and truthfulness of all information provided by him.

4. INDEMNITY:

The service provider shall indemnify and hold the Company and its officers, agents and employees harmless from any business, claims, demands, liabilities, losses, damages, awards, judgments or settlements including reasonable attorney's fees ("Claim) made by any third party due to the engagement of the service provider, any of his activities, acts of omission or commission, supply of information, breach of any representation or warranty or non- performance of other obligations under this Agreement. This clause shall survive the term of agreement. The service provider further undertakes indemnity and will ensure that while connecting with any third party / customer, the true details of business proposals as per the guidelines of principal companies will be disclosed and the service provider will hold the Company and its officers, agents and employees harmless in case service providers violates the above guidelines or statutes.

5. INTELLECTUAL PROPERTY:

The service provider acknowledges that all intellectual property rights in all the Information provided by the service provider to the Company shall exclusively belong to the Company. Neither the service provider shall disclose it to anybody else nor claim any intellectual property rights. This clause shall survive the term of this Agreement.

6. TERM AND TERMINATION:

This agreement shall come into effect on the Effective Date and shall remain in force for Three Years from the Effective Date. Term shall stand automatically renewed (unless 1 month prior written notice from service provider for not to do the renewal) for a further period of Three Years at a time on the same terms and conditions. Company reserves the right to terminate this agreement at any point of time during agreement period without any prior written notice.

7. DISPUTE RESOLUTION

In case of dispute or difference, if any, between the Parties arising from, in relation to or in connection with this Agreement or breach or termination thereof the matter shall be resolved by sole arbitrator to be appointed by the Company. The provisions of the Arbitration and Conciliation Act, 1996 as amended or re-enacted shall apply. The proceedings shall take place at Delhi. The award shall be final and binding. The courts at Delhi alone shall have jurisdiction in all matters whether as to arbitration or otherwise.

8. GENERAL:

- a) The Agreement is on principal to principal basis. Nothing in this Agreement shall be construed to constitute a partnership, joint venture, agency or employment and the service provider is not authorized to bind the Company for anything not expressly authorized for. Nothing in this Agreement shall be construed to constitute the service provider as Agent nor shall the service provider undertake any activity reserved for agents.
- b) Service provider by way of this present agreement undertakes to inform/ intimate the company via mail, message or else in any other way in writing about the rendering of services.
- c) The service provider represents and warrants that he/she shall be responsible for truthfulness, accuracy, correctness and authorization for disclosure/dissemination of the information to the company. The service provider hereby declare that he/she holds good moral character and has not been convicted of any offence involving moral turpitude, economic offence, security related offence or money laundering.
- d) The service provider further undertake to refund to the company, at any time, any excess amount which has been credited to his/her account [due to any reason], in excess of (i) the amount due, or (ii) in excess of amount for which he/she gave mandate, and or (iii) Any other payment.

Annexure – 1

DECLARATION

- I / We hereby declare that the particulars given above are correct and complete and no blanks have been left. If the transaction is delayed or not effected at all for reason of incomplete or incorrect information I / we would not hold Clincher Advisory Services Pvt Ltd responsible.
- I / We undertake to revoke the instruction for NEFT in the event of the business relationship expiring and or being 'terminated' and further hereby specifically authorize Clincher Advisory Services Pvt Ltd, to do so, for me and on my behalf, in case the revocation communication is not received from me within seven days of expiry and or being termination of relationship.
- I / We further undertake to refund, at any time, any excess amount whether demanded by Clincher Advisory Services Pvt Ltd or not, which has been credited to my account [due to any reason] by Clincher Advisory Services Pvt Ltd, in excess of (i) the amount due to me, or (ii) in excess of amount for which I gave mandate, and or (iii) Any other payment.
- I / We agree that the payment will be endeavored to be credited starting from the date of next payment cycle and unless the Mandate is revoked by me/us issuance of relevant credit instruction for electronic payment from Clincher Advisory Services Pvt Ltd into the aforesaid account will be valid discharge to Clincher Advisory Services Pvt Ltd for having paid (i) the amount due to me, or (ii) in excess of amount for which I gave mandate, and or (iii) Any other payment.
- I / We further confirm that we understand this mode as a method of payment introduced by Reserve Bank of India, which provides us an option to receive the amount and or to collect our payments by electronic payment mode directly through my/our bank accounts.
- I / We further confirm that I/we understand, Clincher Advisory Services Pvt Ltd, shall make electronic payment to my account by issuing the Payment instruction electronically through its banker to the Clearing Authority and the Clearing Authority would ensure credit to my/our specified bank account provided hereinabove.

- I / We further undertake to inform Clincher Advisory Services Pvt Ltd with an advance notice of 6 weeks, to withdraw from this mode of electronic payment.
- I / We further confirm that Clincher Advisory Services Pvt Ltd will have, at its sole discretion, the right to return back to the option of paying to me/us by way of cheque if there are more than 2 consecutive failures in remittances for no fault on the side of Clincher Advisory Services Pvt Ltd.
- After Clincher Advisory Services Pvt Ltd issuing the Payment instruction electronically through its banker, for whatever reasons, if I/we do not get the credit to my/our account, then same shall neither constitute the default in (i) Payment of amount requested by me, or (ii) Payment of amount due to me/us, or (iii) Any other payment by Clincher Advisory Services Pvt Ltd nor constitute default of any terms and conditions of any agreement/MOU/ Claim/Refund/Other contract with me/us.
- I/ We do hereby give my assent that Clincher Advisory Services Pvt Ltd or its associate companies can use my phone number / email address to notify me about new services, promotional program, and promotional offers or in formations.
- I/ We do hereby give my consent to provide all the documents as required by the Company in process of enrolling me/ us as its Service Provider.