**Agency Name and City&**

**CLIENT REGISTERED NAME**

**CLIENT VENDOR AGREEMENT**

This Mutual Client Vendor Agreement is entered in Bengaluru as of 11/09/2018 by and between

**XXX** , operating as brand name **YYY**(Referred to as “*Vendor*” hereon) a company incorporated under the Companies Act, 2012 having its principal place of business at #785, Second Floor, 12th Main 1st Cross, HAL 2nd Stage, Indira Nagar, Bangalore – 560008, Karnataka, India, duly represented herein by Mr. Signatory Name – Business Head, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include to its successors, nominees and permitted assigns;

and

**CLIENT REGISTERED NAME**, (Referred to as “*Client*” hereon) a company incorporated under the Companies Act, 1956 having its registered office at ADDRESS , India duly represented herein by AUTHORIZED SIGNATORY – DESIGNATION, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include to its successors, nominees and permitted assigns;

The Vendor and the Client shall hereinafter be collectively referred to as the “Parties” and individually as a “Party” to this Agreement, as the context requires.

The contract covers Client’s agreement with the Vendor to execute their advertisements campaign through the Vendor for the calendar year 2018. Campaign details and budget is as per the Annexure.

# **Project Scope & Definition**

The Vendor agrees to execute the Client advertising campaign as per the **Annexure 1** wherein the Client agrees to provide the required design artwork within specified timeline, dimension and in PDF or any other format as required by the media type. The Vendor shall execute the campaign within specified timeline and as per the agreed price.

Any changes to the Annexure can be included only after mutual agreement of the Client and the Vendor.

1. **PAYMENT TERMS**

The Client agrees to pay the Vendor as per the terms mentioned in Annexure 2. Billing will be done on monthly basis. Any dispute or additional information shall be asked for within 1 week of the date of receiving the hard copy of the invoice.

1. **DURATION**

The contract is valid till 31stDecember 2018 during which the Client agrees to execute all their marketing campaigns as per Annexure 1 only through the Vendor.

1. **TERMINATION**

This Agreement shall be terminated by either of the parties by giving a written communication. The contract shall be valid up to 30 days on receipt of such a notice. Any outstanding payment should be cleared before the contract is terminated. Upon termination, neither party will have any commitments or obligations or liabilities arising out of this Agreement.

1. **INTELLECTUAL PROPERTY RIGHTS**

The Client is the owner of any copyright or other intellectual property right in the material and/or the Client has all necessary licenses to use any third party copyright or other intellectual property included or reproduced or adapted in the Client material (including, without limitation, any moral right or performer's right, trade mark, trade indicia or slogan);

The contents provided by the Client, shall be solely owned by the Client.

1. **CONFIDENTIAL INFORMATION**
	1. Except as otherwise expressly provided in this Agreement, each party (the “Disclosing Party”) under this Agreement or any other agreement governed by the terms and condition of the this Agreement, may disclose trade secrets and confidential or proprietary information to the other Party (the “Recipient”), including but not limited to information concerning software, customers, contractual arrangements or other dealings, transactions or affairs, development plans or information like data, map, photos, records, technical information, guidelines and documentation relating to each party’s products, or business information, including, without limitation, operations, planning, marketing interests, products and any other reporting information, or any and all such Information, which is either marked ‘Confidential’ or stated at the time of disclosure and subsequently confirmed in writing to be confidential, constitutes ”Confidential Information”, further provided that if the Confidential Information is provided in oral form the same has to be condensed into writing within 7 days of such oral disclosure. The Recipient agrees not to divulge Confidential Information received from the Disclosing Party to any of its employees who do not need to know it, and to prevent its disclosure to or access by any third party without the prior written consent of the Disclosing Party. This obligation shall survive three years after termination of this Agreement.
	2. The Vendor agrees and acknowledges that all the confidential information, oral or written received from the Client will be maintained in confidence during the term of this agreement and agrees to maintain such information in confidence even after expiry or termination of the Agreement.
	3. Information will not be deemed Confidential Information hereunder if Recipient can show by clear and convincing evidence that such information: (a) was known to the Recipient prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of the Agreement by the Recipient; or (c) was independently developed by the Recipient as a matter of written record without reference to Confidential Information.
	4. The Recipient may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the Disclosing Party reasonable prior written notice to permit the Disclosing Party to contest such disclosure. In the event that any protective order or other remedy is not obtained, the Receiving Party shall be permitted to disclose only such portion of confidential information which is required by the law.
	5. Wherever under this Agreement, one party is required or permitted to give written notice / address a communication to the other, such notice shall be deemed upon receipt of the communication by post / courier or the third day of its mailing by one party (postage prepaid) whichever is earlier; addressed to as follows:

In case of XXX Marketing Services Pvt. Ltd (operating as brand name YYY:

ADDRESS

In case of CLIENT OFFICIAL NAME

ADDRESS

* 1. Any writing that may be mailed pursuant to the foregoing may also be delivered by hand or transmitted by email and shall be effective when received by the addressee. Either party shall from time to time specify its address for the purposes of this Agreement and any changes in the address upon giving ten (10) days written notice thereof to the other party.
1. **GOVERNING LAW AND DISPUTE RESOLUTION**

The Agreement shall be governed and interpreted in accordance with the laws of India and state of Karnataka.

The Client and the Vendor shall take all necessary measures to settle by negotiations any and/or all disputes and differences which may arise under the Agreement or in connection with the Agreement.

The terms of this Agreement are, in addition to other remedies available under law,also enforceable for specific performance.

If parties cannot agree upon an amicable settlement then the Courts at Bangalore shall have exclusive jurisdiction over any/all claims arising out of this Agreement.

**On Behalf of Client**

CLIENT REGISTERED NAME

Name

AUTHORIZED SIGNATORY

Title

DESIGNATION

Signature and Seal

Date and Place

**On Behalf of Vendor**

XXX Marketing Services Pvt. Ltd

Name

Signatory Name

Title

Director

Signature and Seal

Date and Place

**ANNEXURE 1**

Campaign Details

**PUT THE CAMPIGN DETAIL HERE**

 SAMPLE

|  |  |  |
| --- | --- | --- |
| **Geography** | **Media Details** | **INR Cost without Tax** |
| Lucknow | 4500 seconds total on Radio Red FM | 2,00,000 |
| Delhi | 800 sq cm ad in Times of India Delhi edition on 18th of Jan | 2,50,000 |
| All India | Google ads for client site abc.com | 50,000 |

**ANNEXURE 2**

Payment Terms and Conditions

|  |  |
| --- | --- |
| **Media** | **Payment Terms** |
| Radio | 100% Advance |
| Outdoor | 100% Advance |

**On Behalf of Vendor**

XXX Marketing Services Pvt. Limited

Name

Signatory Name

Title

Director

Signature and Seal

Date and Place

**On Behalf of Client**

CLIENT REGISTERED NAME

Name

AUTHORIZED SIGNATORY

Title

DESIGNATION

Signature and Seal

Date and Place