

**MARKETING AND BRAND DEVELOPMENT  
SERVICES AGREEMENT**

This AGREEMENT is made on this 1<sup>st</sup> day of May 2024.

By and Between

BedX, a partnership concern, having its Office at 52 Circular Road, Lalpur Ranchi, through its authorised representative, Shreyansh Jain, hereinafter referred to as the **“Team BEDx”** which terms and expression unless excluded by or repugnant to the subject or context shall mean and include his heirs, successors, assigns, legal representatives, and administrators.

AND

Amit Kumar, S/o Birendra Kumar Ojha, R/o – Kolghatti, Hazaribagh & Ashish Pandey, S/o Brijesh Pandey, R/o – Marut Nandan Colony, Arsunde, Ranchi hereinafter collectively referred to as the **“AGENCY”** which terms and expression unless excluded by or repugnant to the subject or context shall mean and include his heirs, successors, assigns, legal representatives, and administrators.

(Each of the parties of the FIRST and SECOND parts are hereinafter, as the context may admit or require, individually referred to as a **“Team BedX”** and **“Agency”** and collectively as the **“Parties”**)

WHEREAS

- A. Agency is an association of individuals, working to provide services in digital marketing and branding services to business organisations, companies, educational organisation etc.
- B. Team BedX is a 360- degree event curation, team engagement, event planning and organising company.
- C. That Team BEDx being in requirement for a branding and marketing services for its upcoming event being Miss Universe Jharkhand had approached the Agency and accordingly the Agency had agreed and consented to work for

the Team BedX as per their requirement, strictly on the basis of terms and conditions as mentioned herein below:-

**1. Term and Renewal**

- 1.1 This Agreement shall be effective for a period of three months; commencing from 01.05.2024 and shall be terminating automatically on 01.08.2024.
- 1.2 This Agreement shall be eligible for a further renewal upon completion of the said three months period; provided the services of the Agency is found to be reasonably satisfactory by Team BedX. The said renewal shall be effective only after the terms and conditions for the same are duly incorporated in a fresh agreement mutually entered upon by both the parties.

**2. Scope of Work**

That the Agency shall be responsible to undertake, perform, execute the following activities/tasks/works as and when required by the Team BedX:-

- a) Planning, designing, creating and/or managing the official website landing page for Team BedX, strictly in line with and in accordance with the specific and defined requirements and specifications as required by Team BedX.
- b) Strategizing and executing Google SEO Services for Team BedX, as per their requirements and ensuring regular updates and work progress regarding the same is duly shared with the Team BedX.
- c) Ensure reasonable and appropriate Social Media Marketing tasks on various platforms are reasonably carried on for Team BedX, so that adequate online presence is assured for the requirements as and when raised by Team BedX. That for the same, the Agency

agrees and confirms the following

- That they shall readily be available during normal business hours to create creatives (poster, reels, flex designs, banner designs and/or any other creative works.)
- Consistent posts across relevant platforms highlighting the event planning expertise and success stories.
- Use of high-quality visuals and videos to showcase services of BedX.
- To do any other similar and/or incidental services as and when required by Team BedX.

### **3. Consideration**

- 3.1 For the services to be rendered by the Agency under this agreement, both the parties herein upon mutual consent agree and declare that, the Agency, for the entire duration of this agreement shall be paid a consolidated fees to the tune of Rs 40,000/- (Rupees Forty Thousand).
- 3.2 That the said fees to the tune of Rs 40,000/- (Rupees Forty Thousand) shall be payable in 4 instalments spread out throughout the entire duration/term of this agreement. Upon execution of this Agreement an amount to the tune of Rs 5000/- shall be released to the Agency. Thereafter, the balance amount shall be payable in three equal instalments, spread out throughout the entire duration/term of this agreement.
- 3.3 All the payments shall be made either by way of cheque payment or through internet banking.
- 3.4 That, the expenses for any promotional online advertisements shall be charged separately, on actual basis and the

same is not covered under the abovementioned fees.

### **4. Confidentiality**

That the Agency shall keep proprietary and/or confidential information of Team BedX in strict confidence and shall not use or disclose in any platform whatsoever without written consent and permission of Team BedX. **“Proprietary or Confidential Information”** shall include, but is not limited to, such as **Logo of BedX, event photo-shoot of the models, videos of the event and models, business module, know-how, business methods, business policies, memoranda, reports, records, all the materials and contents howsoever collected.**

Proprietary or Confidential Information shall not include any information which:- (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party,

The Agency hereby agrees not to make Proprietary or Confidential Information available of Team BedX in any form to any third party or in any platform or to use any of the Proprietary or Confidential Information for any purpose other than as specified in this Agreement.

Proprietary or Confidential Information of Team BedX shall remain the sole and exclusive property of Team BedX. Notwithstanding termination or expiration of this Agreement, Agency acknowledges and agrees that its obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect for a total period of three (3) years from the Effective Date.

**5. Breach of contract:-**

In the event wherein Agency fails to comply with the provisions of this agreement, which may cause damages to Team BedX, then in such situation Team BedX can notify the Agency to rectify and correct such a breach of contract, failing which, the Team BedX shall reserve the right to take appropriate legal action against the Agency.

**6. Duties and Obligations of parties**

6.1 Agency

That the Agency shall time to time on instruction of Team BedX shall complete its work as defined under this agreement.

That the Agency shall be available to attend the meetings as and when called for by Team BedX.

6.2 Team BedX

Team BedX shall provide all the necessary inputs in timely manner to the Agency in order to enable them to effectively and efficiently execute their works as provided under this agreement.

That Team BedX shall remunerate the Agency as per the agreed terms mentioned hereinabove.

**7. Dispute Resolution**

In the event of dispute arising out of or in connection with the terms of this Agreement, then the parties herein agree to settle the dispute by arbitration. The place of arbitration shall be Ranchi, Jharkhand (India) and the Indian law on arbitration, i.e., the Arbitration and Conciliation Act, 1996 shall prevail.

**8. Governing Law and Jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of Jharkhand, the Courts at Ranchi, Jharkhand alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement

**9. Amendment**

No variation, waiver, amendment or modification of any of the terms of this agreement shall be valid unless in writing and signed by both Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this **MARKETING AND BRAND DEVELOPMENT SERVICES AGREEMENT** at the place and on the date first above written.

SIGNED AND DELIVERED by

For, TEAM BEDX

SIGNED AND DELIVERED by

For, AGENCY

WITNESS:

1.

2.