

Sample Social Media Marketing Agreement #1

This Agreement is made and entered into on the [start date] until [end date], unless extended by any subsequent written indication.

Between

<Full Agency Name>, having its office at <Mention Registered Office Address> (hereinafter referred to as "Agency") of the ONE PART;

And

<Client Name> having its office at <Client address>. (hereinafter referred to as "Client") of the OTHER PART

1. BACKGROUND

<Agency Name> has expertise in creating social media marketing and research services. <Agency Name> operates a service based on this system, which can be provided to <Client Name>.

<Agency Name> will develop *Social Media Marketing & Social Media Research* for <Client Name>. Against this background, the Parties have agreed to the terms that follow.

For the period of 1st May 2012 to 31st October 2012, a Social Media Campaign will be built for <Client Name> on Facebook Twitter, Youtube , <mention all platforms>.

To provide, via <Agency Name>:

<mention deliverables>

<Agency Name> has the right to bill additionally, upon mutual agreement, for any application development, meetups, <mention all possible services as per rate card> based on a proforma and email approval from <Client Name>.

2. GENERAL CONDITIONS

The Service supplied under this Agreement shall be subject to <Agency Name>'s general terms and conditions as set forth in ("Terms & Conditions").

3. REMUNERATION / INVOICING AND PAYMENT TERMS

The cost for Social Media Management will be <Mention final per month amount> plus Service Tax per month to be paid within <mention agreed upon duration – can be 10 days to 90 days period>

4. TERMS & CONDITIONS

These terms and conditions constitute an agreement with you and <Agency Name>, a company incorporated in India, whose registered office is at <Office Address>.

The Retainer amount is subject to increment if the Scope of Work or Duration increases beyond the deliverables or expectancy.

<Client Name> shall notify the <Agency Name> in writing one(1) month in advance whenever they would like to discontinue the engagement and vice versa. In case of termination <Client Name> will pay the amount invoiced till the termination date to <Agency Name>

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

In cases of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts in Mumbai (India) only.

5. REPRESENTATION AND WARRANTIES –

<Agency Name> hereby represents, undertakes and warrants that the services provided by <Agency Name> under this Agreement does not violate/infringe, or shall not at any time during or after this Agreement violate/infringe the intellectual property rights of any third party IN WITNESS WHEREOF the parties hereto have hereunto set their hands as on the date of this Agreement:

6. SIGNED, SEALED AND DELIVERED by –

For and on Behalf of <Client Name>

For and on Behalf of <Agency Name>

(_____)	(_____)
Company: <Client Name> India Pvt. Ltd.	Company: <Agency Name>
Place:	Place:
Name :	Name :
Designation :	Designation :
Date:	Date:

Sample Social Media Marketing Agreement #2

This Agreement is executed at Mumbai on the(date) of(month), (..... year) between <Agency Name>, <Agency Address>, (a company registered under the Indian Companies Act 1956 and hereinafter referred to as "the Agency" which expression shall include its successors and assigns) of the **one part hereafter also to be referred as "AGENCY"**

&

M/s (XYZ), Add (....) (a company registered under the Indian Companies Act 1956 and hereinafter referred to as "the Client", which expression shall include its successors and assigns) of the **second part., hereafter also to be referred as the "CLIENT"**

It is agreed by and between the Client and the Agency as follows:

1. AGENCY APPOINTMENT

The Client hereby appoints the Agency to handle all advertising, communication and related work on social media required for its brand. (Name of the brand

2. AGENCY SERVICES

The Agency shall provide to the Client, services, which shall include the following:

Setting up social media platforms such as Facebook, Twitter, Youtube, etc

Creating content, engagement as well as ongoing management of these platforms

Monitoring social media conversations and responding to the same

Managing all social media communication as more clearly elaborated in the pitch presentation.

3. COMMENCEMENT AND DURATION

This agreement is deemed to commence from the (DD/MM/YY), and shall remain in force for (number of) months. The agreement may be renewed thereafter as may be mutually agreed by both parties.

4. CONFIDENTIALITY

The Agency shall maintain absolute confidentiality with respect to any confidential

information received from the Client. The Agency shall not disclose any such information without obtaining Client's specific prior consent, otherwise than in compliance with statutory requirements.

5. GOVERNING LAWS

The Client and the Agency shall comply with all statutory regulations. This agreement will be subject to Mumbai jurisdiction.

6. AGENCY FEES AND REMUNERATION

The Client agrees to pay the Agency a retainer fee of Rupees (**amount**)/- only per month. This amount will be payable at the beginning of the month, upon receipt of invoice from the Agency.

All out-of-pocket expenses such as outstation travel, stay, etc incurred by the Agency, as part of this assignment, would be borne by the Client. Such out of pocket expenses will be incurred by the Agency only after specific approval from the Client.

Similarly charges for any other services including video creation, application development, media buy, purchase of licensed images and content, etc. if applicable, will be charged extra.

7. TAXES

All statutory taxes/levies (including service tax presently levied on advertising services) shall be borne and paid by the Client to the Agency. Service tax @12.36 %, or as may be prescribed by law from time to time, will be charged on all invoices raised by the Agency. At time of payment of the fees, the Client may deduct TDS @ 2% under section 194 C (1). Necessary TDS certificate will be issued by Agency to the Client, for same.

8. PAYMENT TERMS

The Client agrees to pay Retainer Fees against Invoices at the beginning of the month for that particular month. All other Invoices raised on the Client will become payable within 7 days from the date of all such Invoices.

9. INDEMNITY

The Agency shall indemnify and keep the Client indemnified against all losses, expenses or damages that may be suffered by the Client due to any default or breach of terms by the Agency under this Agreement. The Client shall indemnify and keep the Agency indemnified against all losses, expenses or damages that may be suffered by

the Agency due to any default or breach of terms by the Client under this Agreement.

10. NON- SOLICITATION

Both the Client and the Agency hereby covenant that during the term of this agreement and for a period of one year following its termination or expiration, it shall not, without the previous written consent of other party, employ or contract the services of any person who was employed by the party at any time during a period of 12 months preceding the date on which the offer for employment is made to the party.

11. FORCE MAJEURE

Neither the Client, nor the Agency, shall be liable for any default, delay or lapse occurring due to events beyond their control including riot, strike, theft, war, or acts of God and/or nature.

12. EVALUATION

The Client and the Agency shall evaluate progress under this agreement at the beginning of every quarter and take corrective action as may be required.

13. MODIFICATION IN TERMS

Any changes in the terms and conditions contained herein shall have effect only prospectively, and shall be valid only if recorded in writing and signed by the authorized officials of the Client and the Agency.

14. WAIVER

The failure of either party at any time to enforce any provision of this Agreement, shall in no way affect its right thereafter to require complete performance by the other party. Further, waiver of any breach of any provision shall not be held to be a waiver for any subsequent breaches. Any waiver shall be valid only if it is recorded in writing and signed by the authorized officials of the Client and the Agency.

15. TERMINATION

Either party may terminate this agreement by giving 2 months written notice to the other, without assigning any reason whatsoever. The obligations of the parties shall continue during the notice period.

16. ARBITRATION

Any dispute, difference or question arising out of this agreement shall be settled amicably between the parties, failing which the same shall be referred to arbitration under the Indian Arbitration Act, and the place of arbitration shall be Mumbai.

17. NOTICES

Any or all notice to be given by the parties hereto to each other under this agreement shall be in writing and shall be transmitted (a) by registered post or by courier service or by personal delivery, as elected by the party giving such notice, at the addresses as mentioned below:

a) In the case of notice to the Agency at: <Agency Address>

b) In the case of notice to the Client at: <Client Address>

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate through their respective duly authorized officials on the day, month and year hereinabove mentioned.

For: <Agency Name>

For: <Client Name>

.....
<Your Name>
Chief Executive Officer

.....
<Client Representative>
<Designation>

Sample Social Media Marketing Agreement #3

This Agreement is made on <Date> in Mumbai, India, <Agency Name>, a limited company incorporated under the provisions of the Companies Act, 1956 having its **Registered office** at <Office Address> (hereinafter referred to as "Agency") of the ONE PART;

And

Xyz having its registered office at ... (hereinafter referred to as "Xyz", which term shall mean and include its successors and permitted assigns) of the OTHER PART

<Agency Name> and Xyz are here after each referred to as a "Party" and together the "Parties".

1. SCOPE OF AGREEMENT

The Scope of this Agreement includes digital marketing activities for Xyz as a brand. Social Media Platforms mutually shortlisted and agreed upon by both parties shall be managed by <Agency Name>. Anything beyond the scope of the agreement and activities mentioned will be charged separately.

2. SERVICES TO BE PROVIDED BY <Agency Name>:

It is hereby agreed that <Agency Name> shall provide following professional services on terms and conditions of this Agreement:

a) <Agency Name> shall conceptualize, design, create strategies & campaigns for 'Xyz' on the following Social Media Platforms

- Facebook
- Twitter
- Pinterest
- YouTube

b) <Agency Name> shall provide all ongoing necessary bandwidth, networking, any other technical support as required

c) <Agency Name> shall be responsible for all the content, creative and communication done across Social Media platforms from the official accounts of 'Xyz'

d) <Agency Name> shall ensure that there is uniform communication across all the Digital Platforms and if required will sync/replicate the Offline Communication and Campaigns on the Digital Media

3. GENERAL CONDITIONS

The Service supplied under this Agreement shall be subject to terms and conditions as set forth hereinafter.

DATA PROTECTION: The data collected during the term of the agreement shall be exclusively used for Xyz and Xyz shall exclusively own the same. <Agency Name> shall collect the data in accordance with the privacy laws.

METRICS AND MEASUREMENT: <Agency Name> shall endeavor to measure the volume, reach, engagement, influence, feedback etc and shall periodically report to Xyz.

4. CONFIDENTIALITY:

<Agency Name> and 'Xyz' will maintain in confidence and will not disclose to third parties without the other's prior written consent (i) the specific terms of this Agreement; and (ii) information that is proprietary or confidential to 'Xyz'. The confidentiality provisions of this Agreement will not apply to and will exclude information generally available to the public, or disclosed to a third party by the owning party without restriction, information rightfully obtained from other sources, information independently developed by the receiving Party or information previously known to a Party (and all analyses, compilations, studies or other documents prepared by the Parties, their agents, employees or professional advisors, which are based on such non-confidential information)

5. ARBITRATION

Any claim, dispute or difference between the Parties shall be referred to the arbitration of a sole arbitrator to be jointly appointed by the Parties. If the Parties are unable to jointly agree to a sole arbitrator then the reference shall be made to an arbitral tribunal comprising of three arbitrators of which one will be appointed by Xyz, one by <Agency Name> and the third arbitrator shall be appointed by the aforesaid two arbitrators. All proceedings in any such arbitration shall be conducted in English. The Arbitration shall take place in Mumbai, India and shall be governed by the Arbitration and Conciliation Act, 1996 or other law relating to arbitration in force in India at the relevant time. The arbitration award shall be binding upon both parties to this agreement (Cost of the Arbitration to be borne equally by both the parties, in the absence of any order as to costs in the Arbitration Award).

6. REMUNERATION

In consideration of providing the services envisaged under clause 2 hereinabove. Xyz shall pay <Agency Name> a sum of Rs. .../- (Rupees ... only) per month as SMO fee (exclusive of service tax of 12.36%) for a period of 1st December 2012 till 30th November 2013 during the Term of this Agreement. In addition to the same any other platform application development and media buys on any social media platform are exclusive of the monthly retainer fee for a period of 1st December 2012 till 30th November 2013.

Remuneration to the Publishers will be paid by Xyz (via <Agency Name> or otherwise) in accordance with any of the models set out and at payment rates applicable from time to time with the prior written approval from Xyz.

7. TERM AND TERMINATION

- i. This Agreement shall become effective on the Effective Date 1st December 2012 and shall expire on 30th November 2013. Parties may renew this Agreement on mutually acceptable terms and conditions after giving 30 (thirty) days prior written notice of such renewal.
- ii. Xyz and <Agency Name> shall have the right to terminate this Agreement, post first 6 months of evaluation, by giving 30 (thirty) days' notice for any reason whatsoever.
- iii. <Agency Name> hereby undertakes to complete all pending assignments being performed / to be performed by it for Xyz hereunder prior to such a termination and continue to perform all the Services of a continuous nature till the termination becoming effective.
- iv. In advent of closure of any Service or termination of this Agreement, <Agency Name>

is entitled to temporarily suspend / change / retain usernames and passwords of the Social Media Platforms managed till such a time the pending dues are cleared by Xyz.

8. MISCELLANEOUS:

a) This Agreement constitutes the entire agreement between the parties hereto in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter and no variation of this Agreement shall be effective unless reduced to writing and signed by or on behalf of each Party.

b) In the event that any term, condition or provision of this Agreement is held to be in violation of any applicable law, statute or regulation the same shall be deemed to be severable from the other provisions of this Agreement and this Agreement shall be construed as if such term, condition or provision had not been contained in this Agreement.

c) Neither Party shall be liable or responsible for any failure or delay to perform any of their obligations under this Agreement when such failure or delay is due to Force Majeure, which term shall include fire, riot, strike, lockout, war, civil commotion, accident, breakdown of plant or machinery, flood, labour unrest, acts of God, omissions or acts of public authorities, changes in law, regulations or policies of the Government or any other reason beyond the control of Parties.

d) Any notice to be given by either Party to this Agreement shall be in writing and shall be deemed to be duly served if delivered by hand, prepaid registered post or through a delivery service/courier at that Party's address stated above or any other address which that Party may have intimated the other Party for this purpose in accordance with the provisions of this clause.

e) This agreement does not constitute any partnership or joint-venture between the Parties hereto and is an agreement on principal to principal and non-exclusive basis.

Intending to be bound, the parties do hereby execute this agreement

Read, agreed and accepted	Read, agreed and accepted
For Xyz	For <Agency Name>
By its Authorized Signatory	By its Authorized Signatory

Sample Social Media Marketing Agreement #4

Date: _____

To, _____

Re: Letter of Appointment ("LOA")

Dear Mr. _____,

With reference to our ongoing discussions with you, based on which we have outlined here in below the terms on which "<Agency Name>" will undertake the following activities as per the Scope of Work (stated below) for "___", a brand of _____.:

I. Term:

This letter of appointment is effective from the <Start Date> till the <End Date> (both days inclusive).

II. Scope of Work/Services:

As the Social Media consultant, in consideration of the full and timely payment as per the "Compensation Terms" (stated below), <Agency Name> will provide the following Social Media services to _____ for the brand "_____":

Ongoing Activities:

Platforms to be used:

1. Optimisation of Facebook Page
2. Optimisation of Twitter page
3. Optimisation of the Blog
4. Optimisation of the Youtube Channel
5. Measurement and reporting at the end of the month

III. Compensation Terms

(a) _____ will be billed an initialization fee of Rs. _____ exclusive of Local taxes as applicable which is payable by the 10th (tenth) day of the _____ month of initialization of social media services.

(b) _____ Will be billed a retainer fee of Rs. _____/- (in words_____) per month exclusive of Local taxes as applicable which will be payable by the 10th (tenth) day of the month, _____ for the month in which the services are rendered. This fee will be for the corresponding two months after the month of initialization of social media services.

(c) All third party costs to be borne by _____ and will be pre approved by _____

(d) Any service rendered beyond the scope of work mentioned above to be charged additionally.

IV. Termination

Either party can terminate the contract giving one month's notice. However, in case of termination of the Letter of Appointment, _____ would be liable to settle all pending invoices as on the last day of termination.

V. Applicable law and Jurisdiction:

This Letter of Appointment is to be construed in accordance with the laws prevailing in India and is subject to the exclusive jurisdiction of courts at Mumbai.

In acceptance of the terms of this Letter of Appointment, please return a signed copy of the same for our records.

Thank you for giving us the opportunity to work with you. We look forward to a long term association with you.

For and on behalf of <Agency Name>,

Your Name
Proprietor

Accepted and Agreed to by the Authorised Signatory on behalf of:

Mr.
Director

Sample Social Media Marketing Agreement #5

Between

<Agency Name>, with offices at: <Agency address>

and

xyz company

Whereas,

<Agency Name> has agreed to perform social media management services for *xyz company* Facebook platform **for a period of 1 year beginning <date> and terminating on <date>**, for an agreed compensation by *xyz* to <Agency Name>, details of which are given under, "**Fees paid to <Agency Name>**."

Signed by both parties and executed on this day of 14th June, 2012.

For <Agency Name>

Your Name, CEO, <Agency Name>

Date: _____ | Place: _____, India.

For xyz company.

Mr. abc, designation, company

Date: _____ | Place: _____

Permission & Authorization by *xyz* to <Agency Name> and the Deliverables and scope of work for <Agency Name>

xyz hereby authorizes and gives full permission to <Agency Name> to do the following on various social media sites for *xyz* during the agreed contract period.

Facebook

- Upload pictures, videos and other audiovisual elements.
- Post regular updates on the *xyz* Facebook wall – A Minimum of 1 update per day, and sometimes 2-3 updates if there are other things to be communicated. But any given month, a minimum of 30 status updates (including quizzes, info, news, etc)
- Moderate comments, delete spam, and engage fans on the *xyz* Facebook wall
- Create facebook apps, and add apps on the *xyz* Facebook page.
- Have regular contests that are relevant to the brand and increase the fan base.
IMPORTANT (FACEBOOK CONTESTS): From our experience, we know that too many contests are usually negative for the brand. A healthy frequency is to have about 1 contest per month OR have 1 big contest every two months.
- Measure and report analytics for the Facebook page.

- Design and launch targeted Facebook ads for increased engagement and larger fan base.
- And everything else that is synonymous with developing, designing and maintaining the Xyz Facebook page.

Information and details given to <Agency Name> by Xyz team

Please note that the following details and information must be provided to the <Agency Name> team on a regular basis by the Xyz team.

- **Pictures:** All pictures from events, product pictures, etc.
- **Videos:** All videos from events, product showcase videos, etc.
- **Event details:** Any and all event details in advance so that we can update the online portals and create a buzz about the events.
- **Details of logins:** All the login details for social media sites that already exist.
- **Poster's, previously used promotional material:** All previously used posters, ads, magazine ads, and other promotional material so that we have a good idea of the branding look and feel.
- **Brand manual or any existing guidelines:** A copy of any brand manual or guideline manual if it exists. Also high resolution images of the logos.
- And any other important information and newsworthy items for the brand that can be shared with the online community.

Confidentiality Clause

NOTE: All materials given to us, like brochures, audio, videos, photos, etc, will only be used for Xyz promotional purposes. It will not be used for any other purposes in any shape or form, and will be returned if & when required

All this information will be treated as confidential and proprietary in nature and will not be used by <Agency Name> for any other purposes besides using the materials to promote Xyz on social media and digital platforms.

Termination Clause

Both parties, i.e., <Agency Name> and **xyz Limited** have the right to terminate the contract with a one month notice period. All login details have to be handed over on expiry or early termination of this contract.

Fees paid to <Agency Name>

Upon discussions, the following fee structure was arrived at for the applicable one year period from <date> to <date> for social media marketing of Xyz on social media sites. The retainer fee below includes comprehensive social media services for Facebook, YouTube and Twitter.

Time Period	Applicable Fee (Indian Rupees) (Service taxes as applicable)
Retainer from the 1st month onwards (Applicable from <date> onwards)	Rs. X per month

Facebook Ad spends	<p style="text-align: center;">A total of Rs. x over a 6 month period. OR AS DECIDED BY CLIENT</p> <p>These will be paid in installments of x.</p>
<p>Other notes:</p> <ul style="list-style-type: none"> - Invoice will be sent on the beginning of every billing period. Check's can be made to "<Agency Name>" Payment for every month must be made by the 10th of next month. (Example – Invoice sent on 2nd June for June month should be cleared by June 10th itself.) - Regular service tax of 12.36% is applicable ONLY on the retainer amount. Service tax is NOT applicable on the Facebook Ads amount as it is a media spend amount. TDS is deductible on retainer amount, and TDS is NOT deductible on Facebook Ads media spend amount. - Invoice for Facebook Ads will be separate. Client will pay the spent Facebook Ads amount upon <Agency Name> sending the invoice to client. Media spends (i.e. Facebook Ad buying) can be done only after payments for the planned ad spend is done. 	

Sample Social Media Marketing Agreement #6

This Agreement is made and entered into on the <Date>

BETWEEN

<Agency Name>, a company registered under the provisions of the Indian Companies Act, 1956, having its registered office at <Agency Address>, acting through all its directors <Name of Directors> (hereinafter referred to as “Agency”) of the ONE PART;

AND

<Client Name> (hereinafter referred to as “CLIENT”, which expression shall, unless it be repugnant to the context or meaning thereof.

RECITALS

WHEREAS:

A. <Agency Name> is engaged in the business of providing services of online marketing, web development, web consulting, domain services, hosting services, search engine optimization, pay per click campaigns, web businesses, affiliate marketing, online reputation management, mobile development, web maintenance services and any other information, technology and web related activities.













B. The CLIENT is engaged in the business of _____

C. The CLIENT is desirous of procuring the services of <Agency Name> for DIGITAL MARKETING for its brand _____

D. Pursuant to discussions and in consideration of the undertakings, obligations and covenants of the CLIENT, <Agency Name> and/or its affiliates have agreed to provide services to the CLIENT, on the terms and conditions more particularly set out herein below.

SCOPE OF SERVICE

SOCIAL MEDIA	PARTICULARS
DEFINE SCOPE ITEM	<input checked="" type="checkbox"/>
DEFINE SCOPE ITEM	<input checked="" type="checkbox"/>
DEFINE SCOPE ITEM	<input checked="" type="checkbox"/>
DEFINE SCOPE ITEM	<input checked="" type="checkbox"/>
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Note:

1. Project-based Facebook applications and games (other than those mentioned above) will be billed separately and would be communicated to the client before execution

CLIENT RESPONSIBILITIES

CLIENT will need to provide:

- Company Logo(s) and other marketing material when requested
- Timely communication and responses when working with **<Agency Name>** staff to avoid delays in executions

CLIENT must be timely and proactive in the actionable strategies or tactics needing to be implemented as agreed upon by both parties.

RESPONSIBILITY FOR DISHONOR

CLIENT may at anytime during the term of this Agreement, relieve **<Agency Name>** of its services if the latter is found to be operating unethically, maliciously, with fraud or with dishonor to CLIENT.

<Agency Name> may at anytime during the term of this Agreement relieve CLIENT of its services if CLIENT is found to be operating unethically or with dishonor towards **<Agency Name>**.

CONFIDENTIALITY

Any sensitive figures, data, sales projections, budgets amounts, sales reports, etc relating to the brand "**Brand Name**", obtained by **<Agency Name>** will remain confidential and will not be shared with anyone outside the company. Each Party (the "Receiving Party") agrees that it will not disclose to any third party or use any Confidential Information of the other Party (the "Disclosing Party"), except as expressly permitted in this Agreement, and that it shall take all reasonable measures to maintain the confidentiality of all such Confidential Information in its possession or control, which shall in no events be less than the measures it uses to maintain the confidentiality of its own information of similar importance. Notwithstanding the foregoing, the obligation of confidentiality shall not apply to any disclosure (i) of information that is in or enters the public domain other than by reason of a breach by the Person receiving such information, (ii) of information that was in the possession of the receiving Person prior to its disclosure to such Person, or (iii) required by law, regulation, legal process, or order of any court or governmental body having jurisdiction provided, however, that prior to such disclosure, the Party who is required to disclose the information shall inform the other Party and consult with that Party as to the information which will be disclosed and, provided, further, that the information so disclosed shall be limited to that legally required to be disclosed pursuant to such law, regulation, legal process, or order of any court or regulatory / government authority.

Contract Terms

The period of the contract is for 12 months from the signing date of this Agreement.

CLIENT agrees that THE subscription for services a mentioned in the above Scope of Work is a monthly recurring charge billed every 30 days during the term of the Agreement.

Right To Cancel

If after 90 days (3 months) from the commencement of the Agreement, the CLIENT is not completely satisfied with the services provided by **<Agency Name>**, it may immediately cancel this Agreement by giving a one month notice to **<Agency Name>** in writing via email. Failure to follow the cancellation policy mentioned in this Clause will result in continued billing.

The Parties further agree that in the event this Agreement is cancelled /terminated for any reason, the CLIENT shall not be liable to pay the Fees from the effective date of termination of this Agreement.

Payment

It has been agreed that the CLIENT shall pay an amount of Rs. XXXXXXX per month on advance basis.

It has been agreed by the Parties hereto that in the event of any delay on the part of the CLIENT to pay the Fees within 7 days from the due date, would constitute a Material breach of the Agreement by the CLIENT and **<Agency Name>** shall have the right to stop execution of any and all services to the CLIENT after the expiry of such period until all outstanding dues have been cleared.

Entire Agreement

CLIENT acknowledges that these Terms with the included Privacy Statement constitute the entire Agreement between the CLIENT and **<Agency Name>**

Severability

CLIENT agrees that if any term in this Agreement is deemed to be invalid, unlawful or unenforceable for any reason, all other terms shall remain in force.

Copyright

<Agency Name> agrees not to use any copyright material from sources not provided by the CLIENT in marketing and advertising efforts which can lead to legal complications for the client. The Client agrees not to provide any creative pictures or content which can cause any legal complications to <Agency Name>.

<Client Name>

<Agency Name>

Authorised Signatory

Authorised Signatory