

ADVERTISING AND MARKETING AGREEMENT

This Advertising and Marketing Agreement (known hereinafter as the "Agreement"), is created in accordance with the [LAW/ACT] of [STATE/PROVINCE] and is made effective this [N]th of [MONTH], [YEAR] between the following "Parties":

[AGENT'S NAME] (known hereinafter as the "Agent"), an individual whose main residence is located at [STREET ADDRESS], [CITY, STATE/PROVINCE] [ZIP CODE];

AND

[COMPANY'S NAME] (known hereinafter as the "Company"), is a company legally existing under the [LAW/ACT] of [STATE/PROVINCE] with main office located at [STREET ADDRESS], [CITY, STATE/PROVINCE] [ZIP CODE].

TERMS AND CONDITIONS

The Agent and the Company acknowledge and agree to strictly abide by the following terms and conditions set forth in this Agreement:

1. DEFINITION OF TERMS

The following are the terms and their corresponding definitions which will be used throughout this Agreement:

[SPECIFY TERMS AND THEIR DEFINITIONS HERE]

2. THE RELATIONSHIP

The Company acknowledges and agrees the Agent to be:

1. An independent contractor; and
2. Fully liable and capable of providing full and just compensation for [HIS/HER] employment, insurance, and taxes.

3. THE AGENCY

The Company will assign the Agent as its exclusive agent in accordance with the terms and conditions of this Agreement and shall be obliged to execute the following:

- 3.1. Selection of advertisements for the Company;
- 3.2. Placements of advertisements for the Company; and
- 3.3. Serve as the Company's official consultant for purposes related to marketing and advertising.

4. THE AGENCY'S OBLIGATIONS TO THE COMPANY

The Agent will commit to the successful execution of the following obligations for the Company:

- 4.1. The creation, selection, and/or recommendation of the most efficient and effective marketing and advertising strategies for the Company. The terms "Advertising" will include, but will not be limited to the following form of promotions: newspapers ads, television ads, magazine ads, radio ads, product endorsements, videos, and [SPECIFY OTHER ADVERTISEMENT TYPES HERE]; and
- 4.2. Providing assistance and advice for any and all negotiations and arrangements entered into by the Company that are focused on advertising and marketing.

With the exception of the Agent's receipt of a written consent from the [SPECIFY COMPANY REPRESENTATIVE HERE] of the Company, the Agent will not be granted any authority to legally bind the Company to any form of advertising arrangement or marketing arrangement.

5. COMPENSATION FOR THE AGENT

The Company will be held liable and responsible for providing full and just compensation for the Agent, which will be provided in the form of [NUMBER] equal sums, each amounting to [AMOUNT] to be paid on a [SPECIFY HERE] basis.

6. EXPENDITURES

The Company will be reimbursed for the expenditures as follows and will also serve as a form of compensation for the Agent:

[SPECIFY EXPENDITURES HERE]

7. EXCLUSIONS

Any and all currently existing arrangements regarding advertising and marketing are excluded from this Agreement.

8. AMENDMENTS AND REVISIONS

Any and all amendments and revisions that will be made to this Agreement will be put into effect only upon the presentation of a written consent mutually agreed upon and signed by both the Agent and the Company. None of the waivers made pertaining to this Agreement will be interpreted or translated as a current waiver.

9. UNENFORCEABLE PROVISIONS

Should one or more of the provisions contained within this Agreement be found to be either illegal or unenforceable for any valid reason, then that illegal or unenforceable provision will not affect the remaining provisions in terms of their legitimacy and their enforceability in accordance with this Agreement.

10. ATTORNEY'S FEES

Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

11. ADDITIONAL WARRANTIES AND COVENANTS

Both the Agent and the Company warrant and covenant that they will, to the best of their abilities and efforts, execute any and all required provisions contained within this Agreement in order to reinforce this Agreement's purpose and/or actions.

[SPECIFY ADDITIONAL WARRANTIES AND COVENANTS HERE]

12. NOTICES

Any and all information in connection with this Agreement that is required to be in writing will be written in either of the following formats, whichever is applicable. Any and all notices will abide by the following format on the envelope:

ATTENTION [RECEIVING PARTY'S NAME]

FROM: [SENDER'S NAME]

[STREET ADDRESS] [CITY, STATE/PROVINCE] [ZIP CODE]

[CONTACT NUMBER]

[EMAIL ADDRESS]

Any and all notices will be delivered to either in person or via direct mail and should be received by the receiving party no less than [NUMBER] days prior to the date of effectivity declared on the written notice.

Should either one of the Parties desire to change its mailing address, it is the responsibility of that Party to inform the other Party in writing no less than [NUMBER] days in advance.

13. CONFIDENTIALITY

Any and all information pertaining to this Agreement or will be a result of this Agreement is considered as Confidential Information. It will include, but will not be restricted to, the following information:

[SPECIFY CONFIDENTIAL INFORMATION HERE]

14. [SPECIFY ADDITIONAL SECTIONS OF THE AGREEMENT HERE]

15. TERM PERIOD

This Agreement's term will take effect on the [NTH] day of [MONTH], [YEAR] (which will also be known as the "Initiation Date" of the Agreement) and will terminate on the [NTH] day of [MONTH], [YEAR] (which will also be known as the "Termination Date" of the Agreement).

16. RENEWAL

This Agreement will be eligible for up to one year renewal with the exception that either the Agent or the Company creates and sends to the other party a notice in writing no less than [NUMBER] days before the date of termination for any one year arrangement which represents their intention to not execute any form of renewal for the Agreement.

17. VIOLATIONS

All Parties involved and legally bounded to this Agreement acknowledge and agree that the following actions, whether deliberately or unintentionally executed, will be considered as a violation of the terms and conditions set forth by this Agreement:

[SPECIFY VIOLATIONS HERE]

18. PENALTIES AND SANCTIONS

All parties involved and legally bounded to this Agreement acknowledge and agree that should any of the Parties be found guilty of committing one or more of the violations mentioned above, then guilty party or parties will be subjected to the following penalties and sanctions:

[SPECIFY PENALTIES AND SANCTIONS HERE]

19. TERMINATION

With the exception of the Termination Date, the following conditions will serve as grounds for termination of this Agreement.

[SPECIFY GROUNDS FOR TERMINATION HERE].

20. SETTLEMENT OF DISPUTES, GOVERNING LAW & ARBITRATION

- a. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
- b. This Agreement shall be governed by the laws of India. The Courts in **Mumbai (City Name)** shall have exclusive jurisdiction over the subject matter of this Agreement.
- c. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
- d. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be **Mumbai (City Name)**. The award passed in the arbitration proceedings shall be final and binding on both the parties.

e. The cost of arbitration proceedings shall be equally borne by both the parties.

21. ENUREMENT

This Exchange of Shares Agreement will legally bind and enure to the benefit of both the Shareholder and the Company, as well as any and all of their duly appointed assignees, heirs, successors, and representatives.

22. THE ENTIRE AGREEMENT

This Agreement's term will take effect on the [NTH] day of [MONTH], [YEAR] (which will also be known as the "Initiation Date" of the Agreement) and will terminate on the [NTH] day of [MONTH], [YEAR] (which will also be known as the "Termination Date" of the Agreement).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this [N]th of [MONTH], [YEAR].

Agent:

Company:

[AUTHORIZED SIGNATURE]

[AGENT'S NAME]

[AUTHORIZED SIGNATURE]

[COMPANY'S NAME]