

1.2 "Services" means the digital marketing services to be provided by the Service Provider to the Client as described in Schedule A attached hereto, including any modifications or additions thereto agreed upon by the Parties in writing.

1.3 "Deliverables" means all materials, content, reports, analyses, creative works, strategies, campaigns, and other tangible or intangible outputs produced by the Service Provider in the course of performing the Services under this Agreement.

1.4 "Confidential Information" means any and all information disclosed by either Party to the other, whether orally, in writing, or by any other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to business plans, customer data, marketing strategies, financial information, technical data, and trade secrets.

1.5 "Change Request" means a written request submitted by either Party proposing modifications to the scope, timeline, or deliverables of the Services as originally defined in this Agreement or any subsequent amendments thereto.

2. APPOINTMENT AND SCOPE OF SERVICES

2.1 The Client hereby appoints the Service Provider, and the Service Provider accepts such appointment, to provide the Services as set forth in Schedule A attached hereto, subject to the terms and conditions of this Agreement.

2.2 The Service Provider shall perform the Services with reasonable skill, care, and diligence in accordance with generally accepted industry standards and best practices for digital marketing services.

2.3 The Service Provider shall assign qualified personnel with appropriate expertise and experience to perform the Services. The Service Provider reserves the right to determine which personnel shall be assigned to perform specific tasks, provided that such personnel meet the qualifications necessary to deliver the Services competently.

2.4 The Service Provider shall provide the Client with regular progress reports and updates regarding the status of the Services, including key performance indicators, campaign metrics, and any material developments, at intervals mutually agreed upon by the Parties.

2.5 The scope of Services shall be limited to those activities expressly described in Schedule A. Any services not specifically included in Schedule A shall be considered outside the scope of this Agreement and may be subject to additional fees and a separate written agreement or Change Request.

3. CHANGE MANAGEMENT

3.1 Either Party may request changes to the scope, timeline, or deliverables of the Services by submitting a written Change Request to the other Party. The Change

Request shall include a detailed description of the proposed changes, the rationale therefor, and any anticipated impact on fees, timelines, or other terms of this Agreement.

3.2 Upon receipt of a Change Request, the receiving Party shall review the request and respond in writing within ten (10) business days, either accepting the Change Request, rejecting it with reasons, or proposing modifications thereto. No change shall be effective unless and until both Parties have agreed to it in writing.

3.3 If a Change Request results in additional work, extended timelines, or increased costs, the Parties shall negotiate in good faith to agree upon appropriate adjustments to the fees and schedule before the change is implemented. The Service Provider shall not be obligated to commence work on any change until written agreement on revised terms has been reached.

4. CLIENT OBLIGATIONS

4.1 The Client shall provide the Service Provider with timely access to all information, materials, resources, and personnel reasonably necessary for the Service Provider to perform the Services, including but not limited to brand guidelines, marketing assets, customer data, website access credentials, and advertising account access.

4.2 The Client shall designate a primary point of contact who shall have the authority to make decisions, provide approvals, and communicate on behalf of the Client with respect to all matters arising under this Agreement. The Client shall notify the Service Provider promptly in writing of any change to such designated contact.

4.3 The Client shall review and provide feedback or approval on all Deliverables, content, and campaigns within the timeframes specified in Schedule A or as otherwise agreed between the Parties. Failure to provide timely feedback or approval may result in delays for which the Service Provider shall not be responsible.

4.4 The Client warrants that all materials, information, and content provided to the Service Provider for use in connection with the Services shall not infringe upon any third-party intellectual property rights, violate any Applicable Law, or contain any defamatory, obscene, or otherwise unlawful content. The Client shall indemnify the Service Provider against any claims arising from the Client's breach of this warranty.

5. SERVICE LEVEL EXPECTATIONS

5.1 The Service Provider shall use commercially reasonable efforts to meet the performance targets, deliverable timelines, and quality standards set forth in Schedule A, subject to the Client's timely performance of its obligations under this Agreement.

5.2 The Service Provider shall respond to Client inquiries and communications within two (2) business days during normal business hours, unless otherwise specified in Schedule A or agreed upon by the Parties.

5.3 In the event that the Service Provider anticipates any delay in meeting a deadline or deliverable milestone, the Service Provider shall promptly notify the Client and provide a revised timeline along with a plan for mitigating the impact of such delay.

5.4 The Parties acknowledge that external factors, including but not limited to search engine algorithm changes, social media platform policy updates, market conditions, and competitor activities, may affect the outcomes of digital marketing activities. Such factors shall be considered when evaluating the Service Provider's performance.

6. FEES AND PAYMENT

6.1 In consideration for the Services provided under this Agreement, the Client shall pay the Service Provider the fees set forth in Schedule B attached hereto. The fees shall cover all Services described in Schedule A unless otherwise expressly stated.

6.2 Unless otherwise specified in Schedule B, all invoices shall be payable within days from the date of invoice. The Client shall make all payments in the currency specified in Schedule B to the bank account designated by the Service Provider.

6.3 All fees stated in this Agreement and Schedule B are exclusive of Goods and Services Tax (GST) and any other applicable taxes, which shall be charged in addition to the fees at the prevailing rate and paid by the Client in accordance with Applicable Law.

6.4 If the Client fails to make any payment when due, the Service Provider shall be entitled to charge interest on the overdue amount at the rate of % per month or the maximum rate permitted by Applicable Law, whichever is lower, calculated from the due date until the date of actual payment.

6.5 Any third-party costs incurred by the Service Provider on behalf of the Client, including but not limited to advertising spend, stock imagery, software subscriptions, and platform fees, shall be payable by the Client in addition to the fees specified in Schedule B, unless such costs have been expressly included in the fees or the Client has agreed to bear them directly.

7. TERM AND TERMINATION

7.1 This Agreement shall commence on the date first written above and shall continue for an initial term of (the "Initial Term"), unless earlier terminated in accordance with this Section 7. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive periods of equal duration unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Either Party may terminate this Agreement for convenience by providing the other Party with not less than days prior written notice. Upon such termination, the Client

shall pay for all Services performed up to the effective date of termination and any non-cancellable commitments made by the Service Provider.

7.3 Either Party may terminate this Agreement immediately upon written notice to the other Party if:

(a) The other Party commits a material breach of any provision of this Agreement and, if such breach is capable of remedy, fails to remedy such breach within fifteen (15) days after receiving written notice specifying the breach and requiring its remedy;

(b) The other Party becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy, or is subject to the appointment of a receiver, liquidator, or similar official for any substantial part of its assets; or

(c) The other Party ceases or threatens to cease carrying on its business or undergoes a change of control that, in the reasonable opinion of the terminating Party, adversely affects the terminating Party's interests under this Agreement.

7.4 Termination of this Agreement shall not affect any rights, obligations, or liabilities that have accrued prior to termination, including the Client's obligation to pay for all Services rendered and expenses incurred up to the date of termination. Upon termination, each Party shall promptly return or destroy all Confidential Information of the other Party in its possession.

8. NO GUARANTEE OF RESULTS

8.1 The Client acknowledges and agrees that the Service Provider does not and cannot guarantee any specific results, outcomes, or performance metrics from the Services, including but not limited to search engine rankings, website traffic levels, social media engagement, lead generation, conversion rates, or revenue increases. Digital marketing outcomes are inherently uncertain and depend on numerous factors beyond the Service Provider's control.

8.2 The Service Provider shall use its best professional efforts and industry expertise to achieve the objectives and targets set forth in Schedule A; however, any projections, estimates, or forecasts provided by the Service Provider are for informational purposes only and shall not constitute warranties or guarantees of performance.

9. INTELLECTUAL PROPERTY

9.1 Pre-Existing Intellectual Property:

(a) Each Party shall retain all right, title, and interest in and to its pre-existing intellectual property, including any materials, methodologies, tools, software, know-how, and other intellectual property owned or licensed by such Party prior to the commencement of this Agreement or developed independently of this Agreement.

(b) The Service Provider hereby grants to the Client a non-exclusive, royalty-free license to use the Service Provider's pre-existing intellectual property solely to the extent necessary for the Client to receive the benefit of the Services and use the Deliverables.

9.2 Client Materials:

(a) The Client shall retain all right, title, and interest in and to all materials, content, trademarks, logos, and other intellectual property provided by the Client to the Service Provider for use in connection with the Services ("Client Materials").

(b) The Client hereby grants to the Service Provider a non-exclusive, royalty-free license to use the Client Materials solely for the purpose of performing the Services during the term of this Agreement.

9.3 Deliverables:

(a) Subject to the Client's payment in full of all fees due under this Agreement, the Service Provider hereby assigns to the Client all right, title, and interest in and to the Deliverables, excluding any pre-existing intellectual property of the Service Provider incorporated therein.

(b) To the extent any Deliverables incorporate pre-existing intellectual property of the Service Provider, the Service Provider grants to the Client a perpetual, non-exclusive, royalty-free license to use such pre-existing intellectual property as part of the Deliverables.

9.4 Portfolio Rights:

(a) The Client grants the Service Provider the right to display and reference the Deliverables and the work performed under this Agreement in the Service Provider's portfolio, website, marketing materials, and case studies, unless the Client notifies the Service Provider in writing that such use is prohibited.

10. CONFIDENTIALITY

10.1 Each Party (the "Receiving Party") agrees to hold in strict confidence all Confidential Information of the other Party (the "Disclosing Party") and not to disclose such Confidential Information to any third party, except to its employees, contractors, and advisors who have a need to know and are bound by confidentiality obligations at least as protective as those contained herein. The Receiving Party shall use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations or exercising its rights under this Agreement.

10.2 The obligations of confidentiality shall not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully in the Receiving Party's possession prior to disclosure; (c) is independently developed by

the Receiving Party without use of the Confidential Information; (d) is rightfully obtained from a third party without restriction; or (e) is required to be disclosed by law, provided that the Receiving Party gives the Disclosing Party prompt notice and cooperates in seeking a protective order.

11. DATA PROTECTION

11.1 Each Party shall comply with all Applicable Laws relating to data protection and privacy, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as well as any other applicable data protection legislation. Each Party shall implement appropriate technical and organizational measures to protect personal data against unauthorized access, disclosure, alteration, or destruction.

11.2 To the extent that the Service Provider processes personal data on behalf of the Client in connection with the Services, the Service Provider shall process such data only in accordance with the Client's documented instructions and shall not transfer such data to any third party without the Client's prior written consent, except as required by Applicable Law or as necessary for the performance of the Services.

12. INDEPENDENT CONTRACTOR

12.1 The Service Provider is an independent contractor and nothing in this Agreement shall be construed to create an employment relationship, partnership, joint venture, or agency relationship between the Parties. The Service Provider shall be solely responsible for the manner and means by which the Services are performed, subject to the requirements of this Agreement.

12.2 The Service Provider shall be responsible for all taxes, contributions, and other obligations arising from its status as an independent contractor, including income taxes, self-employment taxes, and any other applicable levies. The Client shall not withhold any taxes from payments made to the Service Provider unless required by Applicable Law.

13. NON-SOLICITATION

13.1 During the term of this Agreement and for a period of twelve (12) months following its termination, neither Party shall, directly or indirectly, solicit, recruit, or hire any employee, contractor, or agent of the other Party who was involved in the performance of this Agreement, without the prior written consent of the other Party. This restriction shall not apply to general recruitment advertising not specifically targeted at such individuals.

14. REPRESENTATIONS AND WARRANTIES

14.1 Each Party represents and warrants to the other that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) the execution and performance of this Agreement does not and will not conflict with any other agreement to which it is a party; and (c) it shall comply with all Applicable Laws in the performance of its obligations under this Agreement.

14.2 The Service Provider represents and warrants that: (a) the Services shall be performed in a professional and workmanlike manner in accordance with industry standards; (b) the Deliverables, to the best of its knowledge, shall not infringe upon any third-party intellectual property rights; and (c) it has and shall maintain all licenses, permits, and qualifications necessary to perform the Services.

15. LIMITATION OF LIABILITY

15.1 To the maximum extent permitted by Applicable Law, neither Party shall be liable to the other for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to loss of profits, loss of revenue, loss of business, loss of goodwill, loss of data, or cost of procurement of substitute services, arising out of or in connection with this Agreement, regardless of the cause of action or the theory of liability, even if such Party has been advised of the possibility of such damages.

15.2 The total cumulative liability of the Service Provider to the Client for any and all claims arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees actually paid by the Client to the Service Provider under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim, or the total fees paid under this Agreement if the Agreement has been in effect for less than twelve months.

16. INDEMNITY

Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party and its officers, directors, employees, agents, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) the Indemnifying Party's breach of any representation, warranty, or obligation under this Agreement; (b) the Indemnifying Party's gross negligence or willful misconduct; or (c) any claim that materials provided by the Indemnifying Party infringe the intellectual property rights of any third party.

17. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) to the extent that such failure or delay results from causes beyond the reasonable control of such Party, including but not limited to acts of God, natural disasters, war, terrorism, riots, civil unrest, government

actions, epidemics, pandemics, power outages, internet or telecommunications failures, or labor disputes (each, a "Force Majeure Event"). The affected Party shall promptly notify the other Party of the Force Majeure Event and use reasonable efforts to mitigate its effects. If a Force Majeure Event continues for more than sixty (60) consecutive days, either Party may terminate this Agreement upon written notice to the other.

18. ACCEPTANCE OF DELIVERABLES

18.1 Upon delivery of any Deliverable, the Client shall have a period of ten (10) business days to review and either accept the Deliverable or notify the Service Provider in writing of any deficiencies or non-conformities with the specifications set forth in Schedule A (the "Review Period"). If the Client does not provide written notice of rejection within the Review Period, the Deliverable shall be deemed accepted.

18.2 If the Client rejects a Deliverable, the Client shall provide the Service Provider with a detailed written description of the deficiencies. The Service Provider shall have a reasonable period to cure such deficiencies and resubmit the Deliverable for acceptance. The Parties shall repeat this process until the Deliverable is accepted or the Parties agree to a resolution. Unreasonable or repeated rejections not based on legitimate deficiencies may constitute a breach of this Agreement.

19. ASSIGNMENT

Neither Party may assign, transfer, or delegate this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that either Party may assign this Agreement without consent to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempted assignment in violation of this Section shall be null and void.

20. DISPUTE RESOLUTION AND GOVERNING LAW

20.1 The Parties shall attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to this Agreement through amicable negotiation. Either Party may initiate negotiations by providing written notice to the other Party describing the nature of the dispute.

20.2 If the Parties are unable to resolve the dispute through negotiation within thirty (30) days after the initiation of negotiations, either Party may refer the dispute to mediation. The mediation shall be conducted by a single mediator mutually agreed upon by the Parties, and the costs of mediation shall be shared equally.

20.3 If the dispute is not resolved through mediation within sixty (60) days, either Party may submit the dispute to the exclusive jurisdiction of the courts located in _____, India.

20.4 This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws principles.

21. SURVIVAL

The provisions of this Agreement that by their nature should survive termination or expiration shall so survive, including but not limited to Sections 9 (Intellectual Property), 10 (Confidentiality), 11 (Data Protection), 13 (Non-Solicitation), 15 (Limitation of Liability), 16 (Indemnity), 20 (Dispute Resolution and Governing Law), and this Section

22. MISCELLANEOUS

22.1 Entire Agreement. This Agreement, together with all Schedules attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties.

22.2 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, or if modification is not possible, shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect.

22.3 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered mail or reputable overnight courier, or transmitted by email with confirmation of receipt, to the addresses set forth in the preamble to this Agreement or to such other address as either Party may designate by written notice.

SCHEDULE A — SCOPE OF SERVICES

1. Services Selected

The Service Provider shall provide the following digital marketing services to the Client (select all that apply):

Search Engine Optimization (SEO) — On-page optimization, technical SEO audits, keyword research, link building strategies, and organic search visibility improvement

Social Media Management — Content planning, posting schedules, community management, engagement strategies, and social media profile optimization

Paid Advertising Campaigns — Google Ads, social media advertising, display advertising, remarketing campaigns, and paid media strategy

Content Creation — Blog posts, articles, infographics, videos, social media content, and other marketing collateral

Email Marketing — Newsletter design, email automation, campaign management, list management, and A/B testing

Analytics and Reporting — Performance tracking, data analysis, monthly reports, insights, and recommendations

Strategy and Consulting — Marketing strategy development, competitive analysis, market research, and ongoing consultation

2. Service Details

Key Performance Indicators (KPIs):

Platforms:

Monthly Deliverables:

3. Timeline and Milestones

The Service Provider shall deliver the Services in accordance with the timelines mutually agreed upon by the Parties. Specific milestones and deadlines shall be communicated in writing and may be updated through the Change Request process described in Section 3 of the Agreement.

SCHEDULE B — FEES AND PAYMENT

1. Fee Structure

Total Fee:

Billing Model:

Retainer (Fixed monthly fee)

Project-Based (One-time fee for defined scope)

Milestone-Based (Payments tied to deliverables)

2. Payment Terms

Payment Cycle:

3. Tax Treatment

GST Applicable (to be charged in addition to the fees at prevailing rates)

GST Included (fees are inclusive of GST)

GST Excluded (exempt services)

4. Additional Costs

Third-party costs, including advertising spend, software subscriptions, stock assets, and other approved expenses, shall be billed separately and are not included in the Total Fee unless expressly stated above.

IN WITNESS WHEREOF, the Parties have executed this Digital Marketing Agreement as of the date first written above.

SERVICE PROVIDER

Name:

Title:

Signature:

Date:

CLIENT

Name:

Title:

Signature:

Date: