

Business Agreement Letter Between Two Companies

This Agreement ("Agreement") is entered into on this day (_____) by and between:

_____ duly established and operating in _____ under the [license] issued by the Department of Economic Development and having an address at P.O. Box No._____, represented herein by its CEO, _____ (hereinafter referred to as the "First Party");

And

_____, a Limited Liability Company duly established and operating in _____ under the License No. xxxxxxxx issued by the Department of Economic Development and having an address at _____ represented herein by its Group CEO, _____ (hereinafter referred to as the "Second Party").

The First Party and the Second Party shall hereinafter be collectively referred to as the "Parties".

The Parties mutually agree that:

1.Scope of Services

The Second Party shall provide the following services to the First Party:

1.1Service 1

1.2Service 2

1.3etc.

2.Second Party Remuneration

2.1.For clause, 1.1 above the Second Party will charge a monthly fee of _____ for the Scope of Work specified in Appendix 1 of this Agreement.

2.2.Any reasonable third party production costs shall be charged at the actual cost plus a mark-up of 5%, provided First Party gives prior approval in writing to the incurring of such costs.

2.4.Travel costs (outside of usual in-city ground transportation), if any, are not covered in the above fee and will be charged at actual costs, and all such travel must be approved in writing in advance by the First Party.

3.Payment Terms

3.1.The Second Party will submit the invoice for the monthly Fee invoice at the beginning of each month.

3.2.The First Party shall process the payment of Fee within 30 days of receiving the invoice.

3.3.If advance payment is required to be made to any supplier in relation to the proper supply of the Services, then the First Party will make such payments in advance to the Second Party prior to the implementation of the job. In all cases the Second Party will invoice the First Party after getting approvals for the same.

4.Term of the Agreement and Effective Date

4.1.This Agreement is effective from _____ to _____ for a period of 12 months

4.2.Upon successful completion of six months, a review meeting will be conducted where the parties may choose to revise the retainer fees.

4.3.Upon end of this Agreement, the First Party shall pay all outstanding invoices and sums due to Second Party in relation to the performance of Services already performed by Second Party.

5.Duties, warranties, and covenants of the Second Party:

5.1.The Second Party hereby warrants that it is fully capable of executing all the Services in connection with this Agreement and it shall perform the Services as set out in this Agreement with due and careful attention, diligence, in a competent and proactive manner and in accordance with international best practices for the provision of such Services. The Second Party must not arrange for the publication of any material in relation to the Brand without the prior written approval of the First Party, in accordance with the process set out in clause 5.2.

5.3.The Second Party will advise the First Party immediately of any changes in the estimated cost of any items or any changes in plans, schedules or work in progress previously approved in writing by the First Party.

5.4.The Second Party shall not represent itself or hold itself as an agent of the First Party.

5.5.The Second Party shall not assign, transfer or delegate its obligations under this Agreement to a

third Party.

6. Force Majeure

6.1. "Force Majeure" shall mean unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the Parties including but not limited to strikes, blockade, war, mobilization, revolutions or riots, natural disasters, in so far as such an event prevents or delays the affected Party from fulfilling its obligations.

6.2. Any delay occurring in the deliveries of any third party supplier(s) shall be regarded as Force Majeure only if such delay has been caused by events defined in Clause 6.1 mentioned hereinabove.

6.3. The Party affected by Force Majeure shall immediately take reasonable steps to limit or minimize the consequences of such Force Majeure.

6.4. The Party claiming force majeure shall inform the other Party in writing and without delay of the force majeure, at the time it begins and its probable duration. Performance of any obligation affected by Force Majeure will resume as soon as practicable after the termination of the Force Majeure event. The end of the force majeure shall also be reported in writing.

7. Ownership and Intellectual Property Rights and Trademark

7.1. All the contents and materials placed and available shall be the sole property of the First Party.

7.2. The parties agree that all intellectual property rights in and relating to all materials that are created by the Second Party as a result of the provision of the Services (the "Materials") will be the property of First Party. To the extent required, the Second Party assigns all rights in and relating to the materials to the First Party.

7.3. The Second Party agrees that it is not entitled to obtain an injunction or otherwise restrain the Second Party from exploiting any rights in and to the Materials, or from exploiting the Materials, for any reason.

7.4. The Second Party will undertake to ensure that the Services supplied to, and Materials provided on behalf of, the Second Party by the First Party and their representatives are done in compliance

with applicable laws.

7.5. The Second Party must, during the Term, maintain appropriate insurance, if required by law, and to, maintain any applicable licenses for the rights to operate as a business.

7.6. The Second Party admits and acknowledges that it shall not use the trademarks of the First Party for any other purpose other than for the provision of the Services. Save as aforesaid, the Second Party shall not use the said trademark and the other documents for any other purpose whatsoever.

7.7. The Second Party can use the trademarks of the First Party as part of its marketing portfolio after obtaining prior written approval from the First Party.

7.8. The Second Party acknowledge that the information relating to the Services mentioned in the Agreement shall be kept confidential and it shall not use or disclose the same to the third Party and shall take all the necessary steps to preserve in all respects such confidentiality.

7.9. The First Party's trademark and any other documents including any databases, software, programming provided by the First Party to the Second Party for use by the Second Party for the performance of the Services hereunder, shall remain the absolute property of the First Party.

8. General Indemnity

8.1. The Second Party shall hold harmless, and indemnify the First Party, its directors, officers, agents and employees against any and all losses, liabilities, damages or expenses, including any direct, indirect or consequential loss, liability, damage, or expense, as a result of or in connection with:

Any alleged or actual infringement of any third party's Intellectual Property Rights or any other rights arising out of the use or supply of the Services by the Second Party; or any liability, loss, damage, injury, cost or expense sustained by the First Party, its employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services of this Agreement or otherwise as a consequence of a direct or indirect breach, negligence, failure or delay in performance of the

Services under this Agreement by the Second Party.

9. Governing Law

9.1. This Agreement is constructed and shall be governed by the laws in force in the _____.

The _____ courts shall have exclusive jurisdiction over any dispute arising from or in connection with this Agreement.

10. Notices

10.1. Any notice required or permitted to be given under this Agreement shall be by written communications by way of courier, or by personal delivery, and shall be directed by one party to the other at its respective address as mentioned above with a copy to the then-current email address of the CEO of the other Party.

10.2. Either party may change its address to which notices or requests shall be directed by written notice to the other party, but until such change of address has been received any notice or request sent to the above addresses shall be effective and shall be considered as having been received.

11. Termination

11.1. Either party can terminate this agreement for convenience with a written notice of 2 monthsâ€™ time.

11.2. Either Party may terminate this Agreement immediately without the need for a Court order, on notice, if the other breaches this Agreement and such breach is not capable of remedy or if capable of remedy, is not remedied within 14 days of receiving written notice from the other Party specifying that the notifying Party has the right to terminate under this clause if the breach is not remedied. On such termination the First Party shall pay all the charges for the work done and due to the Second Party up to the date of termination including charges for irrevocable commitments made by the Second Party in relation to the period after the date of termination (provided such commitments were authorized by the First Party)

12. Local & Indirect Taxes

All the retainer fees, 3rd party expenses and agency administrative expenses referred to in this

agreement are exclusive of any indirect taxes (VAT) levied by the local Government. An additional 5% VAT will be imposed on all the invoices as per the VAT regulation. If the government or any competent authority, during the period of the contract introduces any additional taxes or levies, those will be added to the fee.

IN WITNESS WHEREOF the Parties hereto have executed this Marketing Communications Support Agreement on the date first above written.

For and on behalf of the First Party For and on behalf of the Second Party

CEO Group CEO

Witnesses:

1. _____ 2. _____