

TALENT BRIEFING AGREEMENT

THIS AGREEMENT is made on 20/01/2021

ITP Live	ITP Live, a trading division of ITP Media Group FZ-LLC which is a Free Zone Limited Liability Company with a branch at Fortune 2000, 103-A & 103-B, C Wing, 1st Floor, Bandra Kurla Complex, BandraEast,Mumbai-400051,India
The Talent	Archis Patil
The Client	DHL
The Campaign	DHL x ISL
Services	<p>The Services to be provided by the Talent pursuant to this contract shall be as follows:</p> <p><u>Deliverables:</u></p> <p><u>DHL Deliverables:</u></p> <p><u>1 x IG Reel</u></p> <p>- January, 2021 between 23rd – 27th :</p> <ul style="list-style-type: none">• Shoot a 30 sec video of you doing the Freestyler of the year challenge.• You have to show off your freestyling skills in a 30 sec video.• Start the video by saying: Hi this is __, this is my entry for the DHL Freestyler of the year challenge. All you have to do is show off some of your freestyling skills! Here i am starting my challenge (then start the freestyling)So here I am starting the challenge. (Start doing the challenge) <p><u>Do's and Dont's:</u></p> <ul style="list-style-type: none">• Do not wear any team, club or ISL jersey.• Incase you want to add background music you can edit some music of your own as long as it won't be copyrighted. <p><u>Tags and Hashtags:</u> TBC over WhatsApp</p>
Fee	[RS 22,000] 30 days after completion of the project to personal bank account. 60 days after completion of the project to agency requiring invoice
Commencement Date	23/01/2021
Expiration Date	09/03/2021

1. APPOINTMENT

Subject to the terms and conditions of this Contract, ITP Live hereby engages the Talent to provide ITP Live during the Term of this Contract the services (the “Services”) set out in section 2.

2. TERMS AND CONDITIONS

- ITP Live to approve all post(s) & caption(s) prior to publishing/posting.
- The Talent agrees to provide metrics and performance of each deliverable deliverable (Instagram insights, Insta stories insights, snapchat insights).
- The Talent hereby agrees that the delivered content(s) would be aligned with shared brand guidelines at all times during the term of this agreement and posted following the arranged scheduled/Timeline
- The Talent hereby agrees to grant perpetual rights to ITP Live and the Client and its partners to repost the content on the Clients and ITP Live’s social media platforms.
- Talent commits to ensure professionalism throughout the execution. In case of event attendance, Talent should arrive to the event venue at least 30 minutes before the time agreed above and leave after the duration agreed.

3. TALENT’S OBLIGATIONS - EXCLUSIVITY

The Talent shall perform the Services with reasonable skill and shall comply with any reasonable time-scale requested by ITP Live for the completion of any particular assignment.

The Talent undertakes to not promote any brand(s) which compete with the client’s for the duration of the campaign and for an additional period of thirty (30) days from campaign’s end date, or unless otherwise notified by ITP Live.

Any Permanent posts should stay on the Talent’s social media page(s) for a period of at least forty five (45) days from the date of posting, or unless otherwise notified by ITP Live.

Last minute changes may occur and will be communicated by the ITP Live team to the Talent. However, any last minute change in terms of deliverables need to be approved by Talent.

4. TERMINATION & PENALTY

ITP Live reserves the right to terminate this Agreement at any time, without any liability, compensation or indemnity of any kind to be due by ITP Live to the Talent. Any breach of any of the Talent obligations under this Agreement, shall result in an automatic cancellation of the full Compensation without any liability on the Client. Upon expiry or termination of this Agreement for any reason whatsoever, the Talent shall immediately return to ITP Live and cease to use ITP Live’s shared Client Content and cease to represent the Talent as a representative of the Client in any media whatsoever in relation to the campaign.

5. CONFIDENTIAL INFORMATION

5.1 The Talent will not during the period of this Contract or afterwards:

- Use for his own benefit or the benefit of any other person;
- Disclose to any person; or
- Through any failure to exercise all due care and diligence cause or permit any unauthorised disclosure of any Confidential Information of ITP Live or the Client.

“Confidential Information” shall include, without limitation, information relating to research projects, future business strategy, marketing, tenders, any price sensitive information and information concerning ITP Live’s and Clients’ intellectual property.

5.2 The restrictions set forth in this clause will not prevent the Talent from using for its own or another’s benefit, any information which becomes available to the public generally other than by reason of a breach by the Talent of his obligations under this Contract.

6. NOTICES

6.1 Any notice to be given under this Contract will be in writing and will be deemed to be sufficiently served by one Party on the other if it is either delivered personally or sent by email.

6.1.2. A notice shall take effect from the time it is deemed to be received as follows:

- In the case of personal delivery, on the date of its delivery;
- In the case of an email, on the date of its delivery

Please sign and return this Agreement as confirmation of the terms hereof:

ITP Finance department cannot process payment without this signed agreement.

The Talent

ITP Live Representative

Name: Diya Kumar

Title: Head of Business Development

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Talent Signature

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ITP Live Signature