

This Consulting Agreement ("Agreement") is made effective on ___/___/20__ ("Effective Date") at Kolkata

BY AND BETWEEN

_____ a Company incorporated under the provisions of the Indian Companies Act, 1956 and having its corporate office at _____ (hereinafter referred to as "Client" which expression shall unless repugnant to the context and meaning thereof, include its successors, liquidators and assigns), of Other Part.

AND

Kalolwala & Associates Private Limited ("Consultant"), represented herein by its authorized representative, chief strategy officer, Mrs. Jumana Vadnagarwala, having its registered office at Unit No.-502, 5th Floor, South City Business Park, 770, Anandapur, Kolkata, West Bengal (which expression shall unless it be repugnant to the context or meaning, therefore, be deemed to include their successors in business, assigns, executors and administrators)

Consultant and Client shall hereinafter be individually referred to as "Party" and collectively as "Parties".

WHEREAS, the Client is engaged in the business of _____.

WHEREAS, the Consultant is specialized in the business of providing management consultancy services.

WHEREAS, the Client is desirous to engage the Consultant to provide certain services in the area of Consultant's expertise and Consultant is willing to provide such services to the Client.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by the Client and Consultant as follows:

1. SCOPE OF WORK

The Consultant shall provide the Client with consulting services as described under this Agreement. The consulting services to be provided hereunder shall be referred to as "Services". The Consultant shall perform the Services and carry out its obligations hereunder with all the due diligence and efficiency, in accordance with the generally accepted professional standards and practices, and shall observe sound management practices. The Consultant agrees to act as a faithful adviser to the Client, and at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

The detailed SoW (Scope of Work) is as follows:

Scope of Work (_____)

_____, _____, _____

Particulars Scope of work

Data	Data
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_____ - Rs. _____ plus GST

The parties herein contemplate that requisite changes to the SOW may be required, therefore, before performing any work associated with any such change, a written change order which shall set forth the necessary revisions to the existing SOW's will be imperative and parties shall agree in writing that such work constitutes a change from the original SOW, as amended and that they further agree to the change provisions outlined in the change order. Each change order shall be numbered serially and executed by the Consultant and the Client.

The Client and Consultant shall periodically review the status of the services, SoW, invoices and estimates as defined in the SoW IN a timely manner.

2. FACILITIES AND INFORMATION

The Client shall provide the following facilities to the Consultant for the duration of this Agreement to provide the aforementioned services:

-

Brand guidelines

-

Image Bank

-

Press releases

-

Corporate / Investor Presentations

-

Others Details (as and when required for the purpose of completion of the project)

Particulars

Scope of work

3. PAYMENT

The Fee for the aforementioned Services to be paid by the Client to the Consultant shall be as follows:

The Consultant will be paid a lump sum amount for the completion of the Services as envisaged under the SoW as mentioned hereinabove.

The Consultant shall be entitled to invoice the Client in the following manner –

Milestones

Payment

At the time of signing of the contract /
Purchase Order

50%

First Draft of Content + First cut of Design

30%

Before release of the printable file

20%

The Client upon the receipt of the invoice shall make prompt and immediate payment within 7 business days after the receipt of the invoice.

The Consultant is an MSME registered entity. The Consultant has all the rights and remedies available under the MSME Act for settlement of disputes related to payment.

4. TAXES AND DUTIES

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the applicable laws and the Client shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

5. EXPENSES

The Consultant shall assume responsibility and pay for all reasonable expenses necessary to effectively provide its Services under this Agreement. If the Client agrees to pay for any expenses, such expenses shall first be approved by the Client or such authorized person of the Client.

6. REPORTS

The Consultant has to submit a periodic report about the status of the project to the Client. It is imperative to mention that the aforesaid project must have a dedicated project manager / project analyst, assigned to the project by the Client.

7. TIMELINE/MILESTONES

Time is of the essence in the performance of the Service and the Consultant agrees to complete the work within the specified deadline as mutually and unanimously agreed upon between the Parties. Any delay caused by the Client, including but not limited to, in providing information, data, feedback, approval, image bank, payment as mentioned in point 3, or any other approvals required by the Consultant from time to time related to SOW, the Consultant is not responsible for such delays.

8. CREATIVE AND INFORMATIVE TITLES

8.1 The Consultant will tirelessly and dedicatedly work to deliver comprehensive and exhaustive works, however the responsibility for the accuracy of the final files, ultimately lies with the Client. The Client will have to provide a written approval before the final file is delivered. It is hereby agreed between the Parties that the correctness, accuracy and responsibility of facts, figures and information presented in the files lies with Client and the Consultant is not responsible for the same.

8.2 Upon the completion of the services outlined in this agreement, the Client grants the Consultant the non-exclusive right to use, feature, and display the work performed for the Client in the Consultant's portfolio, website, or other promotional materials. This right includes the use of project descriptions, images, and other relevant materials related to the services provided. The Consultant may showcase the work once it becomes publicly accessible on any online or offline. If the Client has specific concerns or restrictions regarding the showcasing of the work, such concerns should be communicated to the Consultant in writing prior to the completion of the project. The Consultant agrees to respect any reasonable restrictions imposed by the Client regarding the use of the work for promotional purposes.

9. JOB ABORTION

It is hereby agreed between the Parties that in the event of termination of this Agreement, by the Client, the Consultant shall be entitled to the entire service fees outlined in this agreement. The Consultant shall issue an invoice for the full remaining balance of the service fees upon notification of termination by the Client. The Client shall also reimburse any other expenses incurred by the consultant towards the work prior to the termination. Failure to make the complete payment within 7 days of termination date may result in additional charges included but not limited to late fees. This payment obligation survives the termination of this agreement.

10. TERMS OF ADDITIONAL SERVICES

It is hereby agreed between the Parties that the additional services will be provided by the Consultant at additional charges. The following are the services for which additional charges will be levied:

a. All photography (photographs / video shoot) etc. will be billed separately at actuals.

The cost of photoshoot, if requested by the Client, shall be discussed separately between the Parties.

b. Any image(s) (stock images etc.) that are purchased on behalf of the Client for the purpose of designing will be billed additionally and separately at actuals. A written consent from the client is mandatory before the purchase of images. The consent must be given at the first cut design of the project and not later than that. The details of stock image cost is mentioned in Annexure I

c. Any printing, as required by the client will be billed separately on actuals.

11. PROPRIETARY RIGHTS

11.1 The Consultant agrees that the work products or Services from the Service provided to Client shall be owned by the Client as may be appropriate. Nothing contained in this clause prohibits Consultant in any manner from utilizing his knowledge and experience of general nature acquired in the performance of Service of Client.

11.2 Non-Disclosure of Open Files Clause – The Consultant shall retain ownership of all open files created during the course of the project. The Client acknowledges and agrees that the Consultant is not obligated to provide access to or share open files unless explicitly agreed in writing. The deliverables provided to the client shall consists solely of the finalised outputs as outlined in the project agreement. Any request for open files will require separate negotiations and may be subject to additional terms, conditions, and fees.

12. CONFIDENTIALITY

Both the parties agree that by reason of business relationship, either party had or may have access to the confidential information of the other party, including personal information, payroll information, financial statements, budget statements, strategic plans and strategies, pricing and cost information and other information developed or obtained by the disclosing party that is not generally available to the industry in which the disclosing party competes ("Confidential Information"). Both the parties agree that after entering into this agreement, he/ she will not directly or indirectly use or divulge such confidential information for any reason and agrees to return or destroy as advised by the disclosing party within a reasonable time. These obligations are in addition to any obligations the receiving party has under the state or central laws. The receiving party also agrees that all the confidential information shall remain the exclusive property of the owner. Receiving party recognises and acknowledges that the confidential and trade secret information is a valuable and unique asset of the disclosing party, and receiving party to maintain the confidentiality of the trade secrets and not to disclose it, in whole or in part, to any person, firm, corporation or other entity for any reason.

13. RELATIONSHIP

The Consultant and Consultant Personnel, if any shall, at all times, remain independent contractors and nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

14. TERMS AND TERMINATION

The Consultancy Service will start on the date of the execution of this agreement and continue till the Consultant completes the project as stipulated under the SoW.

Either party may terminate this Agreement for cause by providing the other party written notice if the other party: (i) is in material breach of this Agreement and has failed to cure such breach within 7 days after its receipt of written notice of such breach provided by the non-breaching party; (ii) engages in any unlawful business practice related to that party's performance under the Agreement; (iii) files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, or appoints creditors, receivers or trustees. The parties shall be given notice of 15 days prior to the termination.

In the event of termination, the Consultant shall immediately stop work on the terminated SoW and agrees to protect any property of the Client including Intellectual Properties, which is in the possession of the Consultant. Consultant shall return all documentation, equipment or other materials provided by the Client during the term of the SoW, within a reasonable period and location as specified by the Client.

Both the parties agree that, once the aforementioned duration of this agreement is over, the agreement can be extended to such period as mutually agreed in writing.

15. CONSEQUENCES OF TERMINATION

15.1 Upon expiry or termination of this Agreement all Confidential Information and any other materials which may have been provided by one Party to the other shall be forthwith returned and the returning Party shall certify such return and all copies thereof or any other material or information which cannot be returned, shall be destroyed completely;

15.2 Termination of this Agreement shall not relieve any Party of any of its obligations or liabilities and affect the rights and remedies of a Party, which have accrued prior to the date of termination.

15.3 The provisions of this Agreement in respect of Intellectual Property and Confidentiality shall survive the expiry or early termination of this Agreement.

16. LIMITATION OF LIABILITY

Neither party shall be liable to the other for any special, indirect, incidental, punitive, or consequential damages arising from or related to this Agreement, including bodily injury, death, loss of revenue, or profits, goodwill or other benefits, and claims by any third party brought against the Client as a result of this project or agreement, the Consultant is not

liable. The foregoing limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, and other torts.

17. COMMUNICATION AND NOTICES

All the notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, (b) mailed by certified or registered mail with postage prepaid, once acknowledged by the recipient, (c) sent by email provided under this Agreement.

18. MODIFICATION OF AGREEMENT

In the event any provision of this Agreement is determined to be invalid by any court or other entity of competent jurisdiction, the provision of this Agreement shall be deemed to have been amended and the parties hereto agree to execute all documents necessary to evidence such amendment so as to eliminate or modify any such invalid provision so as to carry out the intent of this Agreement as far as possible and to render this Agreement enforceable in all respects as so modified.

19. NO WAIVER

The failure of any party hereto to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part thereof or the right of either party to enforce each and every provision in accordance with its terms.

20. INTERPRETATION

The parties acknowledge and agree that each party has reviewed and negotiated the terms and provisions of this Agreement and has had the opportunity to contribute to its revision. Accordingly, the rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. Rather, the terms of this Agreement shall be construed fairly as to both parties and not in favour or against either party.

21. INDEMNIFICATION

Client and the Consultant shall promptly on demand indemnify, defend and hold harmless

each other and its respective officers, directors, employees ("Indemnified Parties") for and against all claims, liabilities, costs and expenses (including reasonable attorney's fees) incurred or to be incurred by the Indemnified Parties that arise out of, in any way relate to, or result from any breach by the Client or the Consultant of any of the provisions of this Agreement, or breach of any laws by the Client or the Consultant or negligence, fraud or willful misconduct of the Client or the Consultant or its Affiliates and their respective officers, directors, shareholders, employees, contractors, subcontractors, agents and personnel. For the avoidance of doubt, it is further clarified that the right to indemnification to the extent of Rs. 1,00,000/- (Rupees One Lakh Only) in connection with

any of the aforesaid claims of cause of action is independent and in addition to other rights and remedies of the Indemnified Person that may be available at law or in equity.

22. FORCE MAJEURE

Neither party shall be liable for any delay or failure in the performance of its obligations under this agreement if such failure or delay is caused by events beyond its reasonable control, including but not limited to natural disaster, acts of God, flood, fire, epidemic, pandemic, terrorism, war, strikes, labour disputes, governmental actions, or any other event that is unforeseeable and beyond the reasonable control of the affected party ("**Force Majeure Event**"). In case of termination of project under "Force Majeure Event" the Client agrees to pay the Consultant fees carried out on pro rata basis of the work done.

23. GOVERNING LAW

This Agreement shall be governed by the laws of India without giving effect to its principles of conflict of laws. The courts located within the territorial jurisdiction of the Client shall have the exclusive jurisdiction in respect of any matter or dispute under or connected with this Agreement, each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on the Client anywhere in the world, whether within or without the jurisdiction of any such court including on the designated electronic mail address.

24. DISPUTES

Both the parties do hereby agree that any dispute arising out of or in relation to this agreement shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and/ or any statutory modification or re-enactment thereof for the time being in force. The single Arbitrator shall be appointed mutually by the parties. Each party shall pay their own costs and fees of the arbitration and the cost of the arbitrator shall be borne equally. The seat or place of the arbitration shall be Kolkata/
_____.

The Agreement shall be governed in accordance with the laws of India and the courts located within the territorial jurisdiction of the Client will have the exclusive jurisdiction.

25. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

26. ENTIRE AGREEMENT

Both the parties represent and agree that they have read this Agreement, understand its terms and the fact that it releases all claims each might have entered into this Agreement

without duress or coercion from any source. This Agreement supersedes all other Agreements entered into between the parties.

The parties hereto have executed this agreement on ____/____/20____.

On behalf of _____

Name: _____

Designation: _____

Date: _____

Signature & Stamp:

On behalf of Kalolwala & Associates Pvt. Ltd.

Name: _____

Designation: _____

Date: ____/____/20____

Signature:

Annexure I : Cost of stock images

Shutterstock		
Upto 2 images USD 29	Upto 5 images USD 49	Upto 25 images USD 229
iStock		
Upto 10 images INR 1,700	Upto 25 images INR 4,250	Upto 50 images INR 6,750
Getty		
-----	Client to provide	-----
Images Bazaar		
-----	Client to provide	-----