**Consulting Agreement**

This Consulting Agreement (hereinafter referred to as this “**Agreement**”) is made and entered into at Mumbai on July \_\_\_\_, 2016,

**BETWEEN,**

**Creative Impex Private Limited,** a company incorporated under the Companies Act, 1956, having its registered office at 217-A, Paras Centre Tata Road No. 1 and 2, Opera House, Mumbai - 400004; hereinafter referred to as the “**Company**” represented by and through its authorised signatory \_\_\_\_\_\_\_\_\_\_\_\_\_\_(which expression shall deem to mean and include its successors and permitted assigns)**;**

**AND**

**Nikhil Dudani,** a sole proprietorship concern governed under the laws of India, having his office at B-18, Home society, Relief Road, Daulat Nagar, Santacruz West, Mumbai-400054; hereinafter referred to as "**Consultant**" represented by and through its authorized signatory Nikhil Dudani (which term or expression shall mean and include its legal heirs, affiliates, executors and assigns).

The Consultant and the Company may, as the context and meaning permit, be referred to individually as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS:**

1. The Company is in the business of [●].

***[Comment: Company to include the business in accordance with the Memorandum of Association of the Company]***

1. The Consultant is an independent consultant who has the relevant knowledge and experience to carry out the Consultation Services (as defined hereinafter).
2. The Company hereby wishes to engage the Consultant as its independent external consultant on a non-exclusive basis to perform the Consultation Services and the Consultant hereby agrees to do so in accordance with the terms and conditions set forth in this Agreement.
3. This Agreement has been entered into to govern the relationship between the Company and the Consultant on the terms and conditions mentioned hereinbelow.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN AND WITHIN THE AGREEMENT, AND IN ORDER TO SECURE AND MAINTAIN THE CONSULTATION SERVICES DESCRIBED HEREIN AND WITHIN THE AGREEMENT, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:**

1. **Consultation Services.** The Company hereby appoints the Consultant as its external consultant on a non-exclusive basis for 12 (Twelve) designs/looks (“**Consultation Services**”) for the Lakme India Fashion Week 2016 as mentioned under **Annexure I** herein.

Consultation Services as mentioned hereinabove comprises of the work (“**Work**”) to be delivered by the Consultant in accordance with this Agreement for the Consideration as stated in this Agreement. Upon the Company requesting the Consultant to come for work, the Parties agree that the Consultant shall prioritize the Work on a best effort basis considering the non-exclusive arrangement between the Parties. Further, it is hereby clarified between the Parties that there is no commitment on the number of days of work by the Consultant.

It is agreed between the Parties that any increase in the number of designs/looks as mentioned herein will be chargeable over and above the below mentioned fee structure as agreed by the Parties in writing.

1. **Fees**. The Company will pay the Consultant a retainer fee of INR 2,50,000 (Indian Rupees Two Lakhs Fifty Thousand Only) plus applicable taxes (“**Consideration**”) for a period from July 17, 2016 until August 24, 2016 (“**Term**”). In the case of an extended agreement in writing, an additional consideration in full (as agreed between the Parties) must be made before the Agreement renewal date.
2. **Payment terms**.

The Company has paid the Consultant an advance of INR 1,00,000 (Indian Rupees One Lakh Only). The balance of INR 1,50,000 (Indian Rupees One Lakh and Fifty Thousand Only) plus taxes shall be paid by the Company on or before August 26, 2016.

All travel and accommodation expenses of the Consultant will be borne by the Company.

1. The Company agrees, covenants and undertakes that all the pieces designed by the Consultant inclusive of the Work shall be solely used for the brand ‘Zoraya’ (“**Brand**”) and no other brands whatsoever under Creative Impex Private Limited, its affiliates or third parties.
2. The project shall be considered complete as on August 24, 2016.
3. **Non-Exclusivity.** Nothing contained herein shall be intended nor construed to be creating any exclusive arrangement with the Consultant by the Company.
4. **Intellectual Property.** Subject to receipt of the entire Consideration as mentioned under clause (2) of the Agreement, the Consultant grants/assigns/conveys/transfers to the Company all Intellectual Property in the Work, to the Company.

**"Intellectual Property"** includes patents, trademarks, service marks, trade names, registered designs, Copyrights, rights of privacy and publicity; and other forms of intellectual or industrial property, know how, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets and any licenses and permission in connection therewith, in each and any part of the world and whether or not registered or registerable and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing which are recognised or may be granted under any applicable law.

1. **Confidential Information**. The Parties agree that any information received by them during any furtherance of any such obligations arising out of this Agreement, which may concern the personal, financial or other affairs of both the Parties, shall be treated in full confidence and shall not be revealed to any other persons, firms or organizations without the prior written consent of the other Party.
2. **Arbitration.** In the event of any dispute arising out of or in connection with this Agreement, the same shall be referred to arbitration of a sole arbitrator as mutually appointed by the Parties. The place of arbitration shall be Mumbai and the arbitration shall be conducted in English language in accordance with the Arbitration and Conciliation Act, 1996 (and any amendments thereto from time to time).
3. **Governing law and Jurisdiction.** This Agreement is governed and interpreted in accordance with the laws of India. Subject to arbitration as stated under Clause (9) hereinabove, courts of Mumbai shall have exclusive jurisdiction for any dispute arising out of this Agreement.
4. **Stamp Duty:** Any stamp duty payable with respect to this Agreement shall be borne solely by the Company.
5. **Force Majeure**: Neither Party shall be considered in breach of this Agreement or in default of its obligations hereunder if it fails to perform or observe any or all of the terms of this Agreement by reason of force majeure event which shall include but not be limited to, acts of God, civil or military authority, acts of the public enemy, threat of war, declared war, undeclared war, war riots, actual or threatened terrorist activity, acts of terrorism, terrorism, hostilities civil disturbances, insurrections, industrial dispute, strikes, accidents, explosions, fires, earthquakes, volcanic ashes, floods, transportation embargoes, epidemics, diseases. Provided further that if a Party’s performance is delayed for a period of more than 10 (Ten) days by reason of any force majeure event, then the other Party may at its option, by written notice to the affected Party provide the other Party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; and provided further that if a Party’s performance is delayed for a period of more than 15 (Fifteen) days by reason of any force majeure event, then the other Party may at its option, give written notice to the affected Party, to terminate this Agreement.
6. **Waiver:** To be effective, any waiver by either Party of any of its rights or the other Party’s obligations under this Agreement must be made in a writing signed by such Party. Waiver of any breach of any term or condition of this Agreement by a Party will not be deemed a waiver of any prior or subsequent breach. No failure or forbearance by a Party to insist upon or enforce performance by the other Party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise at law or in equity will be construed as a waiver or relinquishment to any extent of such Party’s right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect.
7. **Severability:** If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein will remain in full force and effect in such jurisdiction and will be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction will not affect the validity or enforceability of any such provision in any other jurisdiction.
8. **Notice:** All notices, requests, demands, consents, waivers or other communications required to be given by either Party to the other Party pursuant to this Agreement shall be in English, in writing and shall be deemed to have been given when hand delivered by messenger or a courier or sent by registered post or speed post or email or facsimile to the other Party at the addresses mentioned hereinabove in the name clause or to such other address as either Party may from time to time designate by written notice to the other.

All such notices shall be effective upon actual receipt by any of the aforesaid modes and in case of notices sent by messenger or courier or by registered letter, it shall be deemed to have been received on the third day after the day of dispatch (if not actually received earlier) and shall become accordingly effective.

1. **Assignment**: No rights, liabilities or obligations under this Agreement shall be assigned by either Party without the prior written consent of the other Party.
2. **Amendment:** This Agreement shall not be varied, amended or modified by any of the Parties in any manner whatsoever unless such variation, amendment or modification is mutually discussed and agreed to in writing and duly executed by both the Parties.
3. **Entire Agreement:** This Agreement (including all Attachments hereto, and all documents incorporated herein by reference): (a) represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes any proposals, representations previous or contemporaneous oral or written agreements and any other communications between the Parties regarding such subject matter; and (b) may be amended or modified only by a written instrument signed by a duly authorized representative of each Party.
4. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which, when executed and delivered, is an original, but all the counterparts taken together shall constitute one document.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by a duly authorized representative as of the dates indicated below.

**COMPANY:**

**NAME:**

**DATE:**

**SIGNATURE:**

**CONSULTANT:**

**NAME:**

**DATE:**

**SIGNATURE:**

**Annexure I**

**Consultation Services provided by the Consultant for Zoraya Winter Festive Show**

**(Lakme India Fashion Week 2016)**

**Design Consultancy**

* Design the mood board with detailed references to trends, colors of the season, inspirational images, prints and fabrics for the collection.
* Construct the Line Up for show with details of silhouettes, and each look that will be shown on the runway. The aim is to have a tighter and cleaner line up as seen at the end of the show.
* Work with the accessories designers to work on special collaboration making accessories for the Zoraya runway show.
* Work on style direction/ language for the brand Zoraya that is carried forward to the next season and future seasons and is clearly recognized by media and buyers alike.
* Have a seamless thread between all visual or other communications from Zoraya.

**Styling Services**

* Style the runway looks, deciding on the hair, makeup and accessories.
* Conceptualize the Lookbook and Campaign for the collection, which will best attract media and customers towards the brand.
* Carry out the role of art director, casting director and stylist for the Lookbook shoot.
* Create a Fashion Film from the campaign shoot: conceptualizing, script, styling and art direction.
* Carry out the fittings and trials for the runway shoot.
* Show direction including backdrops, lighting and sound focused on what would best suit the collection.