# ADVERTISING AGENCY AGREEMENT

1. **PARTIES**
   * **Client**:  Frito-Lay

Address: Tower-A4th Floor, Near Global Business Park, Mehrauli Gurgaon Road, Gurgaon City-122001.

Email: copyrights@pepsico.com

Phone: 07947107343

* + **Agency**: DDB Mudra Private Limited

Address: Mudra House, Pipeline Rd, Opposite Grand Hyatt, Santacruz East, Mumbai, Maharashtra 400055

Email:communications@ddbmudragroup.com

Phone: 022 6295 0808

# SCOPE OF SERVICES

The Agency agrees to provide advertising and marketing services as described in [Schedule A / Attachment]. The services may include but are not limited to:

* Strategic planning: Helps clients build a strong brand and grow their customer base
* Creative development: Helps clients with the creation, planning, and production of advertisements and commercials
* Media planning and buying: Helps clients select and purchase media
* Digital marketing: Helps clients with core digital marketing tactics like SEO, social media, and real-time data analysis
* Market research: Helps clients with market research
* Analytics: Helps clients with analytics
* Reporting: Helps clients with reporting
* Client management: Helps clients with client management
* Event planning: Helps clients with event planning
* Public relations: Helps clients with public relations

# TERM OF AGREEMENT

This Agreement shall commence on 2 sept 2024 and continue until 3 sept 2027 unless terminated earlier as provided in this Agreement.

The term may be extended upon mutual written agreement by both parties.

# COMPENSATION

The Client agrees to pay the Agency for services rendered according to the following structure:

* + **Retainer Fee**: 1,50,000 ₹ per Month
  + **Project-Based Fees**: Brand strategy development and 3,00,000₹
  + **Media Buying Fees**: 10%
  + **Commission**: 15%

Payments are due within [Number of Days] days of receipt of the Agency's invoice.

# EXPENSES

The Client agrees to reimburse the Agency for any approved out-of-pocket expenses incurred during the performance of services, including:

* Production costs
  + Travel expenses
  + Media costs
  + Third-party vendor fees

Expenses will be billed separately and must be pre-approved by the Client.

# OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

Upon full payment, all creative work and deliverables produced by the Agency shall become the property of the Client. The Agency retains the right to use the work in its portfolio and for self-promotion, unless otherwise agreed in writing.

The Client warrants that any materials provided to the Agency for use in the services are free from intellectual property rights violations.

# CONFIDENTIALITY

Both parties agree to maintain the confidentiality of any proprietary information shared during the course of this Agreement. This includes but is not limited to:

* + Business strategies
  + Marketing plans
  + Financial information
  + Trade secrets

This obligation shall survive the termination of the Agreement.

# TERMINATION

Either party may terminate this Agreement upon [Number of Days] days' written notice to the other party. Upon termination, the Client shall pay the Agency for all services rendered and expenses incurred up to the termination date.

The Agency may terminate the Agreement immediately if the Client fails to make payments as required or breaches any material term of this Agreement.

# INDEMNIFICATION

The Client agrees to indemnify and hold the Agency harmless from any claims, damages, liabilities, and expenses arising out of:

* + The use of materials provided by the Client
  + The Client’s breach of this Agreement

The Agency agrees to indemnify and hold the Client harmless from any claims arising from the Agency’s negligence or breach of this Agreement.

# LIMITATION OF LIABILITY

In no event shall either party be liable for any indirect, incidental, or consequential damages, including lost profits, even if advised of the possibility of such damages.

# DISPUTE RESOLUTION

Any disputes arising out of or related to this Agreement shall be resolved through [Mediation/Arbitration] in [Location]. If the dispute cannot be resolved through these means, either party may seek relief in a court of competent jurisdiction.

# GOVERNING LAW

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

# ENTIRE AGREEMENT

This Agreement, together with any schedules and attachments, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, understandings, and agreements.

# AMENDMENTS

This Agreement may be amended only by a written agreement signed by both parties.

# SIGNATURES

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

# Client

Name: Signature: Date:

# Agency

Name: Signature: Date:

# Attachments:

* + **Schedule A**: Detailed Description of Services
  + **Schedule B**: Payment Schedule and Fee Structure