

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into as of April 15, 2024 (“Effective Date”)

BY AND BETWEEN:

Nimbus Marketing Agency

A company incorporated under the Companies Act, 2013, having its registered office at 55, Creative Hub, New Delhi, 110001, India

(Hereinafter referred to as the “Company”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

AND

Amit Verma

S/o Rajesh Verma, residing at House 21, Sector 9, Gurgaon, Haryana, 122001, India

(Hereinafter referred to as the “Contractor”, which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, and permitted assigns)

(The Company and Contractor are hereinafter collectively referred to as “Parties” and individually as a “Party”)

1. ENGAGEMENT AND SCOPE OF SERVICES

1.1 The Company hereby engages the Contractor, and the Contractor agrees to provide content writing and digital marketing services as described in **Schedule A** attached hereto and forming an integral part of this Agreement.

1.2 The Contractor shall perform the services (“Services”) in a professional, timely, and workmanlike manner, using best industry practices.

1.3 The Contractor shall report to the Company’s designated project manager and provide weekly progress updates.

2. TERM AND TERMINATION

2.1 Term:

This Agreement shall commence on April 15, 2024, and shall continue until August 31, 2024, unless earlier terminated in accordance with this Agreement.

2.2 Termination for Convenience:

Either Party may terminate this Agreement by providing seven (7) days’ prior written notice to the other Party.

2.3 Termination for Cause:

Either Party may terminate this Agreement immediately by written notice if the other Party breaches any material term and fails to cure such breach within five (5) days of receiving written notice.

2.4 Effect of Termination:

Upon termination, the Contractor shall deliver all completed and in-progress work to the Company, and the Company shall pay the Contractor for all Services rendered up to the date of termination.

3. COMPENSATION AND PAYMENT

3.1 The Company shall pay the Contractor a fee of **INR 2,000 (Indian Rupees Two Thousand only) per article** of not less than 1,000 words, and **INR 10,000 per digital marketing campaign** as described in Schedule A.

3.2 The Contractor shall submit invoices on a bi-weekly basis. The Company shall pay all undisputed amounts within fifteen (15) days of receipt of invoice.

3.3 All payments shall be made by electronic bank transfer to the account specified by the Contractor in **Schedule B**.

3.4 The Contractor shall be responsible for all taxes arising from the payments made under this Agreement.

4. INDEPENDENT CONTRACTOR STATUS

4.1 The Contractor is engaged as an independent contractor. Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, joint venture, or agency between the Parties.

4.2 The Contractor shall not be entitled to any benefits provided by the Company to its employees, including but not limited to health insurance, paid leave, or retirement benefits.

4.3 The Contractor shall be solely responsible for all expenses incurred in connection with the performance of the Services, unless otherwise agreed in writing.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5.1 The Contractor shall not disclose or use any confidential or proprietary information of the Company except as necessary to perform the Services.

5.2 All work products, materials, and deliverables created by the Contractor in connection with this Agreement ("Work Product") shall be the sole and exclusive property of the Company. The Contractor hereby assigns all rights, title, and interest in such Work Product to the Company.

5.3 The obligations of confidentiality shall survive the termination or expiration of this Agreement for a period of two (2) years.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each Party represents and warrants that it has the full right, power, and authority to enter into this Agreement.

6.2 The Contractor warrants that all Services and Work Product shall be original, shall not infringe any third-party rights, and shall comply with all applicable laws.

7. INDEMNIFICATION

7.1 The Contractor agrees to indemnify, defend, and hold harmless the Company from any claims, damages, losses, or expenses arising out of or in connection with any breach of this Agreement or the Contractor's negligence or willful misconduct.

8. LIMITATION OF LIABILITY

8.1 Neither Party shall be liable to the other for any indirect, incidental, or consequential damages arising out of or relating to this Agreement.

8.2 The Company's total liability under this Agreement shall not exceed the total fees paid to the Contractor in the preceding two (2) months.

9. GENERAL PROVISIONS

9.1 **Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of India. The courts of New Delhi shall have exclusive jurisdiction.

9.2 **Notices:**

All notices under this Agreement shall be in writing and delivered to the addresses set forth above.

9.3 **Entire Agreement:**

This Agreement, including all Schedules, constitutes the entire agreement between the Parties.

9.4 **Amendment:**

No amendment shall be valid unless in writing and signed by both Parties.

9.5 **Assignment:**

Neither Party may assign this Agreement without the prior written consent of the other Party.

9.6 **Severability:**

If any provision is held invalid, the remainder shall remain in effect.

SCHEDULE A

Scope of Services

- Writing original articles on digital marketing, SEO, and branding (minimum 20 articles)
- Developing and executing two digital marketing campaigns per month
- Weekly progress reports and analytics
- Attending bi-weekly virtual meetings with the Company's team

SCHEDULE B

Contractor's Bank Details

- Account Name: Amit Verma
 - Bank: Haryana State Bank
 - Account Number: 1122334455
 - IFSC: HSB0000123
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SCHEDULE C

Project Timeline

- Article submissions: Every Monday and Thursday
 - Digital marketing campaigns: Launch by the 15th and 30th of each month
 - Final project review: August 25, 2024
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SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Independent Contractor Agreement as of the Effective Date.

For Nimbus Marketing Agency

Signature: _____

Name: Rohit Singh

Title: Director

Date: _____

For Contractor

Signature: _____

Name: Amit Verma

Date: _____

[End of Agreement]