

Retainer Agreement

This Retainer Agreement ("Agreement") is being made between "Arunodhai" located at D. No.: 8-191/147/20, Plot No. B-13, Madhura Nagar, Hyderabad – 500038, Telangana, India and "ASQUARE IT Services" located at 35 McIntyre Road, Lara victoria, Australia on 01.11.2022 "Arunodhai Advertising" and "ASQUARE IT Services " may also be referred to as "Party" or together as the "Parties". This Agreement will become effective on 01.11.2022 (1st November, 2022)

IN CONSIDERATION OF the Consultant providing their expertise and services, and the Company receiving and providing compensation for the expertise and services, the Parties agree to the following:

1. Services

A. Search Engine Optimization

- a. ON Page (Technical SEO)
- b. Local SEO
- c. OFF Page SEO
- d. Content Strategy
- e. Blogs – 4 per month

B. Social Media Management

- a. Social Calendar
- b. 12 graphic posts per month

C. Pay per click campaigns

- a. Advertising strategy
- b. Campaign Ideation – 1 campaign per month
- c. Creative development (Graphic)
- d. Setting up Google Ads (Display & Search)
- e. Setting up Facebook Ads

D. Weekly Performance Report

Exclusions:

- All kinds of Video Productions



2. Service Charges – Terms & conditions

Budget per month

Sl. No.	Description	Amount (Rs.)
1	Monthly Retainer	Rs. 45,000
	Total	Rs. 45,000

- The Consultant will invoice the company Rs. 45,000/- (Rs. Forty Five Thousand Only) on 1st of every month. The company must pay the invoice within 10 calendar days from the date of invoice
- Advertising budget (for Google, FB, Insta & LinkedIn) to be allocated separately and not included in the above contract amount
- Consultant will ensure that the advertising budget will not exceed the prescribed amount

Bank Details

Name: Arunodhai

Bank: South India Bank

Account number: 0246073000005937

Branch: Secunderabad

IFSC code: SIBL0000246

3. Expenses

The Consultant is entitled to reimbursement for all reasonable and necessary expenses incurred in providing the Services. The Consultant must include proof and receipts for all reimbursable expenses.



4. Term, Revision and Termination

a. Term. This Agreement will begin on the Effective Date and will continue on a 4 months basis.

b. Revision. The Agreement will be reviewed after 4 months from the effective date of the contract. The retainer amount should be revised based on mutual consent of the parties.

c. Termination.

- i. Either Party may terminate this Agreement at any time by providing the other Party with a thirty (30) day written notice.
- ii. The Consultant may terminate this Agreement immediately at any time if the Company fails to pay for the Services or breaches any other material term of this Agreement.
- iii. The Company may terminate this Agreement immediately at any time if the Consultant fails to provide the Services or breaches any other material term of this Agreement.

5. Relationship of the Parties

a. No Exclusivity. The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties. The Consultant agrees they will not enter into any agreements that conflict with their obligations under this Agreement.

b. Independent Contractor. The Consultant is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party.

c. Ownership. All work product created by the Consultant in connection with performing the Services is the exclusive property of the Company.



6. Confidentiality

The Consultant understands they may have access to the Company's confidential information. The Consultant agrees to use the Company's confidential information solely for the purpose of performing the Services. The Consultant agrees not to share the Company's confidential information with anyone else unless they are required to by law. The Consultant's obligation to maintain confidentiality will survive termination of this Agreement and will remain in effect indefinitely.

7. Dispute Resolution

a. Negotiation. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.

b. Mediation or Binding Arbitration. If talking it over doesn't go well, either Party may initiate mediation or binding arbitration in the State of Telangana, India.

c. Litigation and Choice of Law. If litigation is necessary, this Agreement will be interpreted based on the laws of the State of [State], regardless of any conflict of law issues that may arise. The Parties agree the dispute will be resolved at a court of competent jurisdiction in the State of Telangana, India.

d. Attorney's Fees. The prevailing party, also known as the winner, will be able to recover its attorney's fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

8. General

a. Amendments. This Agreement may be modified as needed. To make a modification, the Parties have to agree to the modification in writing in the form of an amendment. The terms of this Agreement will apply to any amendment made unless otherwise stated in the amendment.

b. Assignment. The Parties may not assign the responsibilities they have under this Agreement to anyone else. The Consultant is irreplaceable.



c. Complete Contract. This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

d. Severability. If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.

e. Waiver. Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it's only waived to the extent agreed to in writing.

9. Notices

All notices under this Agreement must be sent by email with read receipt, or by certified or registered mail with return receipt requested.

Notices must be sent to:

Arunodhai

ASQUARE IT Services

Arun Bala Madanu

Abhishek (CEO)

D. No.: 8-191/147/20,
Plot No. B-13, Madhura Nagar, Hyderabad –
500038, Telangana, India.

35 McIntyre Road,
Lara Victoria, Australia

arun@arunodhai.com

abhishekjohn.mandal@gmail.com

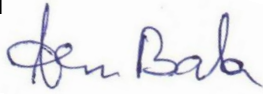


Let's Shake Hands

Ink (blue or black, please) is the official handshake of business. By signing below, the Parties agree to the terms of this Agreement.

Arunodhai

Signed: _____



Name: Madanu Arun Bala

Title: Proprietor

Date: 01.11.2022

ASQUARE IT Services

Signed: _____

Name: Abhishek

Title: CEO

Date: 01.11.2022