

AGREEMENT

This agreement (the "**Agreement**") effective as ____th day of ____2021 (the "Effective Date")

BY AND BETWEEN

MBG Card India Pvt. Ltd. a company is a private limited company, having its Registered Office at C/o Shobha Dubey Samdariya Adarsh Complex F-Floor Jabalpur, Madhya Pradesh 482001 India having GST No. 23AAOCM5057E1ZH (hereinafter called "Service Provider") (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors in business and assigns) of the **FIRST PART**;

ONE PART

AND s

_____, is a proprietor/Private Limited Company, having address at _____ Adhar Card No. _____ Pan Card No. _____ (hereinafter referred as "Company" only for reference) *which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns*) of the **OTHER PART**

"**Parties**" shall mean collectively the First and Second party and "**Party**" means each of the Party individually.

RECITAL

WHEREAS, Company deals in being a start-up they come up with the latest tools, techniques and help business & Professionals to go online and increase their brand presence, by just replacing there traditional Visiting card with their digital MBG Card.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the Parties hereto are desirous of recording the terms and conditions of this credit facility in writing

Second Party wishes to engage the **First Party** to provide the services subject to the below terms and condition and as mentioned in service agreement dated _____

Date of Agreement:	
Name of Company/Second Party (_____):	
Designated Person:	
Start Date:	
End Date:	
Fees:	
Validity of Fees Period:	
Expense payable in addition :	Not Applicable
Payment	First Party will be paid in 7 (seven) days subject to the submission of invoices for the services rendered by First Party to the Second Party as per the aforesaid Agreement.

The Second Party's acceptance of the terms of the Agreement is demonstrated by signing, dating and returning the copy of Agreement.

Signed on behalf of First Party/Service Provider	Name: Signature:
Signed on behalf of Second Party/Company	Name: Signature:

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Subject to the adherence of the terms and conditions of the Agreement, First Party agrees to provide the following Business Development services to the Second Party which includes as per selected category by the company

1. The Service provider agrees to render service to the company as per the selected category by Company listed in **Annexure -A** under the head "Item to be Covered" such as E-Commerce Website, Mobile App, SEO, Google My Business Growth, Digital Business Card, Business QR Code, Google Reviews QR, Whatsapp Marketing Software, Lead Generation Software Google Data Lead,5 Professional email id, MBG Cart Listing, Offer Creative, Facebook Like & Followers.
2. The Company agrees to avail services of the Service Provider as mentioned in Silver/Gold /Platinum/Customization _____Catageory in enclosed **Annexure A**.
3. The Company shall be entitled to avail aforesaid Services to be rendered by the Service Provider subject to and post submission /verification of required valid documents by the company to the Service Provider as per enclosed **Annexure-B**.
4. The Company agrees to abide by all the terms and condition of this Agreement including the Disclaimer part as per as per enclosed **Annexure-C**.

Billing and Payment Procedure

- A) Invoice to be raised by the First Party upon the Second Party for the services rendered.
- B) Interest will be charged on overdue invoices @18 % P.A.
- C) All payments shall be made by "at par payable cheques" / local cheques/ demand drafts/ pay orders payable at Jabalpur drawn in favour of " MBG CARD INDIA PVT LTD (Service Provider)" or by electronic fund transfer to the bank account of First Party.

Pricing Assumptions:

A) The Pricing is exclusive of applicable GST, to be additionally charged as per prevalent GST rules during Invoicing.

B) All Payments shall be made within 7 days of Invoice Submission.

C) All sales are final, and the Service Provider does not offer any money-back guarantees. The Company recognize and agree that the company shall not be entitled to a refund for any purchase of services under any circumstances.

Terms and Conditions:-

1. Independent Relationship

- a. Both the parties is an independent and shall be solely responsible for any and all obligations or liabilities arising out of its performance under this Agreement. The Company shall not be concerned with the terms and conditions of employment that the employees/workers of the Service Provider may have among them.
- b. This Agreement has been entered into on a principal-to-principal basis and nothing contained in this Agreement shall be deemed to constitute a joint venture, partnership or agency relationship between the Service Provider and the Company . The Company shall not, and shall procure that its agents, subsidiaries, sub-contractors, affiliates and employees do not, in any way whatsoever hold itself or themselves (as the case may be) out nor permit itself or themselves (as the case may be) to be held out as the legal representative, agent or employee of the Service Provider for any purpose whatsoever nor assume or create in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of the Service Provider in relation to the Services to be provided hereunder.
- c. Service Provider hereby agrees and undertakes that the Services provided by the Service Provide /its staff/personnel/employees/officers shall be to the satisfaction of the Company and the Service Provide shall make it clear to its staff/personnel/ employees/officers that the latter are the employees of the Service Provider and that none of such staff/personnel/employees/officers shall be entitled to be treated as employee of the Company for any purpose whatsoever and shall have no

claims against , including but not limited to claims related to wages, salary, compensation and/or any statutory benefits.

- d. Service Provide shall be responsible and liable for payment of salaries and applicable statutory dues of its staff/personnel/employees/officers or any other person who are employed or engaged by the Service Provide for rendering any part of the Services to the Company.

2. Confidentiality:

It is understood that during the Term of this Agreement, the Parties may become privy to information relating to the each other's operations, employees, finances, projects, products and production plans, research and development, system design, software, hardware, technical processes and formulas source codes, activities, and so on. Such information shall be deemed confidential in every case where either a reasonable person would understand it to be confidential or either party has identified it as such, Unless the information in question (i) was already known to the receiving party prior to its first disclosure hereunder (ii) has become generally known to the public; or (iii) is required by law to be disclosed (in which case the disclosing Party shall provide the receiving Party with a reasonable opportunity to seek a protective order maintaining confidentiality). Each Party shall maintain confidentiality of all confidential information (including, without limitation, all confidential information that either Party has received or will receive from third parties), using the same care it applies to its own confidential information, and shall make use of such confidential information only to the minimum extent necessary to effect the Agreement. Neither Party shall exploit or reveal to any third party any of such confidential information without the receiving Party's express prior written consent. This provision shall apply to all confidential information, whether it was exchanged before or after the date of this Agreement.

3. Term:

This Agreement shall be valid for a period of 12 months/years from the date of execution("Term") and shall expire thereafter unless renewed by the Parties hereto.

4. Guarantee/Liability of Service Provider:

The Service Provider shall not give any kind of Guarantee to the Company for generating their revenue from the aforesaid services availed by the Company.

5. Indemnity:

Each Party ("Indemnifying Party") hereby agrees to indemnify and hold harmless the other Party and its directors, officers and employees ("**Indemnified Party**"), from and against any and all suits, losses, liabilities, damages, claims, settlements, costs and expenses, including reasonable attorneys' fees, based on or arising, directly or indirectly, from:

- (a) breach of any obligations under this Agreement by the Indemnifying Party;
- (b) theft, unauthorized usage, loss or damage caused to any confidential information which is in the possession of the Indemnifying Party;
- (c) any claim that any representations or warranties contained herein are not true or any breach thereof;
- (d) any loss caused to any third party for which a claim or liability has arisen against the Indemnified Party, and
- (e) any violation or non-compliance of applicable laws by the Indemnifying Party.

It is that in no event shall either Party be liable for any special, indirect, incidental or consequential damages in connection with or arising out of this Agreement.

6. Representations and Warranties:

The parties represent and warrants that their signing of this Agreement and the performance of their obligation herein under is not and will not be in violation of any other contract, agreement or understanding to which either Party is a party to or by which either Party is bound.

7. Intellectual Property Rights

All intellectual property rights in any work or material developed by the First Party during the course of Agreement with the Second Party shall belong to and be the property of the Second Party and the First Party confirm that he/she shall not be entitled to claim any rights over such intellectual property. If required by the Second Party, during or after the term of this engagement, the First Party shall assign and transfer in favour of the Second Party or, at the request of the Second Party, in favour of any of its subsidiaries, affiliates or customers, all intellectual property rights in such works or materials and shall execute such deeds and documents, as the Second Party may require, to Effectually vest in the Second Party, any of its subsidiary, affiliate or customers as the Second Party may require, any and all intellectual property rights and benefits in such works or materials. In performance of First Party duties and responsibilities, shall not use or infringe any intellectual property properties or rights of any other persons.

8. Termination:

Either Party may terminate this Agreement at any time by giving the other Party not less than (60) days advance notice in writing.

9. Dispute Resolution/Governing Authorities:

In the event of any dispute arising in connection with the subject matter or thing herein contained or the operation or construction thereof or any matter or thing in any way connected with this Agreement, including any question regarding its existence, interpretation, validity or termination, the Parties shall first endeavour to reach an amicable settlement through mutual consultations and negotiations. In the absence of the amicable settlement of disputes, any and all disputes or differences arising out of or in connection with this Agreement or its performance including any dispute regarding the existence, validity or termination, shall be exclusively and finally settled by court orders and this Agreement shall be governed by the laws of India, and any dispute arising hereunder shall be resolved in the courts of Jabalpur.

10. Entire Agreement:

Save as provided herein, this Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and embodies all the terms and conditions agreed upon between the Parties, and supersedes and cancels in all respects all other agreements and understandings of

the Parties, whether oral or written, pertaining to the subject matter under this Agreement. The terms of this Agreement may not be modified, amended, varied or waived except in writing and signed by the Parties.

11. Force Majeure:

If and to the extent that a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by reason of fire, flood, earthquake, explosion or other casualty or accident or act of God, war or other violence, or any applicable law, order proclamation, regulation, ordinance, demand or requirement of any governmental or regulatory authority and such non-performance, hindrance or delay could not have been prevented by reasonable foresight or precautions (including proper planning and execution of the disaster recovery or business continuity plan) or circumvented through the use of alternate sources, work-around plans or other means, (in each case, a "Force Majeure Event"), then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations to the extent that they are affected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its commercially reasonable efforts to re-commence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workarounds plans or other means.

If the period of non performance exceeds 30 days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may give written notice to terminate this Agreement.

12. Notice:

Unless otherwise provided herein all notices , requests, waivers and other communications shall be made in writing in English Language and letter delivered by hand , courier or registered post), email or facsimile transmission (save as otherwise stated) and to the addresses and authorized representatives of the Parties set out below, unless the addresses or the authorized representative is changed by notice

To First Party

MBG Card India Pvt. Ltd

Address:

Email: info@mbgcard.com & Abhinavv.dubey@mbgcard.com

Attention:

To Second Party
(Name of Company)

Address: _____

E mail:

Attention:

13. If any term or other provision of this Agreement, or any application thereof to any circumstance is invalid, illegal or incapable of being enforced by any rule of law, or public policy in whole or in part, such provisions or applications shall to that extent be severable and shall not affect other provisions or applications of this Agreement.

14. This Agreement contains a complete statement of all arrangements between the parties relating to its subject matter, and supersedes any previous arrangements or understandings. Whether written or oral, and may only be changed by a written agreement signed by the parties hereto.

15. This Agreement may be signed upon any number of counterparts, whether by original signature or by scan, email or facsimile, with the same effect as if the signature to any counterpart was an original signature upon the same instrument.

16. **Headings:**

The section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Agreement

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as of the date first above written

For MBG Card India Pvt. Ltd. Company

Signature

Name:

Signature

Name:

Witnesses:-

1.

2.

Annexure-A



Business Growth Plan				
ITEM TO BE COVERED	Frequency SLIVER PLAN	Frequency GOLD PLAN	Frequency PLATINUM PLAN	Frequency Customization
E-COMMERCE WEBSITE	YES	YES	YES	
MOBILE APP	YES	YES	YES	
SEO	NO	YES	YES	
GOOGLE MY BUSINESS GROWTH	NO	YES 6 MONTH	YES 8 MONTH	
E-commerce Website	YES	NO	YES	
DIGITAL BUSINESS CARD	YES	YES	YES	
BUSINESS QR CODE	YES	YES	YES	
GOOGLE REVIEW QR	NO	NO	YES	
WHATSAPP MARKETING SOFTWARE	YES	YES	YES	
LEAD GENERATION SOFTWARE	YES	YES	YES	
5 PROFESSIONAL EMAIL ID	YES	YES	YES	
E-commerce Website	YES	YES	YES	
MBG CARD LISTING	NO	YES	YES	
OFFER CREATIVE	NO	NO	YES 10 POST	
FACEBOOK LIKE & FOLLOWERS	NO	YES	YES	
SOCIAL MEDIA MANAGEMNT	NO	YES 3 MONTH	YES 6 MONTH	
TOTAL	12000 + GST	17000 + GST	25000 + GST	

For MBG Card India Pvt. Ltd. Company

Signature

Signature

Name:

Name:

Annexure- B

Checklist of Required Documents.

1. MSME CERTIFICATE (UDYAM ADHAR CERTIFICATE) CREATED ON THE BUSINESS ADDRESS
2. BUSINESS REGISTRATION CERTIFICATE SUCH AS GST
3. PHONE BILL either postpaid or prepaid
- 4 Store Front Pictures Minimum 5

Signature

Signature

Name:

Name:

Annexure-C

Disclaimer

Careful attention has been given to ensure that, we (MBG Card India Pvt. Ltd) do not have the ability to control the nature of the user-generated content offered through the MBG Card India Pvt. Ltd website/portal (herein after referred as "User Portal"). You are solely responsible for any content that you post on user portal and we shall not be liable for any damage or harm resulting from posting of any content. We reserve the right, but have no obligation to monitor the content you post on user portal and take any other action to restrict access to or the availability of any material that we or any other user of the user portal may consider to be Defamatory, abusive, stalk, threaten, obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable (including, without limitation).

As a condition of your use of the user portal, you warrant to the user portal that you will not use the user portal for any purpose that is unlawful or prohibited by these terms of Disclaimer. You may not use the user portal in any manner which could damage, disable, overburden, or impair the user portal or interfere with any other party's use and enjoyment of the user portal. This Disclaimer may be changed, modified, or updated from time to time. Continued use of the user portal constitutes your acceptance of these changes, modifications, or updates.

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Any rights not expressly granted herein are reserved.

For MBG Card India Pvt. Ltd. Company

Signature

Signature

Name:

Name:

