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**CONSULTANCY SERVICES AGREEMENT**  
**BETWEEN**  
**MATRIX PUBLICITIES & MEDIA INDIA PVT. LTD.**  
**AND**  
**Aashi Joshi**

**A division of MATRIX PUBLICITIES AND MEDIA INDIA PVT. LTD.**  
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**Regd. Office:** Commerz, 9th Floor, International Business Park, Oberoi Garden City, Goregaon (E), Mumbai  
Wunderman.com A WPP Company  
CIN: U7430MH2022PTC137744



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## CONSULTANCY SERVICES AGREEMENT

This **Consultancy Services Agreement** dated this 13/Dec/2018 day of 17/Dec/2018, ("**Execution Date**") entered into by and between:

**MATRIX PUBLICITIES & MEDIA INDIA PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act 1956/2013, and having registered office at Commerz, 9th Floor, International Business Park, Oberoi Garden City, Goregaon (E) Mumbai- 400063, Maharashtra (hereinafter referred to as "**Company**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the **ONE PART**;

AND

**Aashi Joshi**, Indian inhabitant, [son/daughter] of Mr. Prashant Joshi, holding PAN BJPPJ257OP residing at **202, Block b, sagar enclave kolar road, Bhopal, Madhya Pradesh, 462042** (hereinafter referred to as "**Consultant**", which expression shall, unless repugnant to the context or meaning thereof, include [his/her] heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

Company and the Consultant are hereinafter, whenever the context so requires are referred collectively as "**Parties**" and individually as a "**Party**".

### RECITALS

#### WHEREAS:

- A. The Company is engaged in the business of Digital Marketing.
- B. The Company is desirous of availing certain services from an independent consultant and the Consultant has represented to the Company that he/she has the expertise and the resources to render such services to the Company.
- C. Accordingly, pursuant to discussions between the Parties, the Consultant has agreed to render services to the Company as more particularly set out in **Annexure A** hereto ("**Services**"), in accordance with the terms and conditions set out in this Agreement.
- D. The Parties are desirous of recording the terms on which the Consultant shall render the Services to the Company and the Company shall procure such Services from the Consultant in the manner hereinafter appearing.



**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration (the receipt and adequacy of which is hereby acknowledged), the Parties, intending to be bound legally, agree as follows:

## **ARTICLE 1 DEFINITIONS AND CONSTRUCTIONS**

### **1.1 Definitions**

When used herein, the defined terms set forth in this ARTICLE 1 shall have the following meaning.

- 1.1.1 **"Agreement"** shall mean this Consultancy Services Agreement, including the Annexures attached hereto and any mutually agreed modifications to this Agreement.
- 1.1.2 **"Confidential Information"** shall mean any confidential, proprietary, or trade secret information or materials of the Company or its customers, and all nonpublic information relating to the Company or its clients, customers whether past, present, or future, including financial results and projections, sales data, costs and prices, suppliers, employees, consultants, technologies, technical and business strategies, marketing, pricing and other strategies, and trade secrets, disclosed or provided by the Company or its customers to the Consultant in writing in connection with this Agreement. Confidential Information further includes: (i) any and all technical and non-technical information including inventions, improvements, discoveries, developments, trade secrets, techniques, sketches, drawings, models, know-how, processes, algorithms, software programs, specifications, works of authorship, data, and formulae related to the current, future, and proposed products and services of the Company and/or its customers; (ii) information concerning research, experimental work, development, design details and specifications, financial information, procurement requirements, customer lists, supplier lists, business forecasts, sales and merchandising and marketing plans; and (iii) information concerning the business of the Company and/or its customer, details of projects, specifications relating to the projects handled by the Company, information of, relating to or provided by or on behalf of its customers, all of which as may be disclosed in writing by the Company and/or its customer to the Consultant pursuant to this Agreement.
- 1.1.3 **"Consideration"** shall mean the amounts to be paid by the Company as per ARTICLE 2.4 in consideration for the Services to be rendered by the Consultant.



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- 1.1.4 **"Contract Period"** shall mean the initial period of **3 months, 14 days** commencing from the Effective Date until the close of business on **31/Mar/2019** when this Agreement shall automatically come to an end or the date of termination, whichever is earlier, unless extended by the Parties in accordance with ARTICLE 7.4.2.
- 1.1.5 **"Effective Date"** shall mean the Execution Date or such other date as the Parties may agree in writing.
- 1.1.6 **"Intellectual Property Rights"** shall mean registered and unregistered rights in all forms of intellectual property subsisting under the laws of India and all analogous rights subsisting under the laws of other jurisdictions and shall include any legally protectable product or process of the human intellect whether registrable as patents, trademarks, copyrights, designs or otherwise such as an invention, expression or literary creation, unique name, trade secret, business method, database, industrial process, computer program, source code, process, presentation and other Confidential Information.
- 1.1.7 **"Services"** shall mean the services listed in **Annexure A** hereto that are required to be rendered by the Consultant to the Company pursuant to this Agreement and such other services as may be requested by the Company from time to time.
- 1.2 **Construction**
- 1.2.1 Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validity from it.
- 1.2.2 The meanings set forth for defined terms in this ARTICLE and all pronouns shall be equally applicable to both the singular and plural masculine, feminine or neuter forms as the context may require.
- 1.2.3 All references in this Agreement to Articles are to Articles in or to this Agreement unless otherwise specified therein. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "include", "including" and "among other things" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.
- 1.2.4 References in this Agreement to any document or agreement shall be deemed to include references to such document or agreement as amended, varied, restated, supplemented or





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replaced from time to time in accordance with the terms thereof and to include any side letters executed in connection therewith, except as otherwise provided in this Agreement.

- 1.2.5 The headings of the several Articles and sub clauses of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.
- 1.2.6 References to writing include printing, typing, lithography and other means of reproducing words in a visible form.

## **ARTICLE 2**

### **SCOPE OF THE ARRANGEMENT**

- 2.1 The purpose of this Agreement is to set out the terms and conditions that shall apply to the provision of the Services to the Company by the Consultant.
- 2.2 The Consultant shall render the Services to the Company as per the scope of work set out in **Annexure A** during the Contract Period upon the terms and conditions set out hereunder.
- 2.3 **Services**
  - 2.3.1 The Consultant shall perform the Services in a timely, professional and workmanlike manner in accordance with the requirements of the Company as communicated from time to time. The Consultant shall be solely responsible for determining the method and means of performing the Services so long as such method and means are in the best interest of the Company and they do not interfere with the provision of the Services.
  - 2.3.2 The Consultant may be provided by the Company, any property for use for performance of his/her duties under this Agreement during the Contract Period subject to the applicable policies and procedures of the Company from time to time. The Consultant shall always maintain in good condition Company's property, tangible or intangible, which may be given to the Consultant for the performance of the Services during the course of the Contract Period and shall return the same to the Company immediately on completion of the Contract Period or earlier termination of this Agreement, failing which the cost of the same will be recovered from the Consultant by the Company.
  - 2.3.3 During the Contract Period, the Consultant shall adhere to all the relevant policies and procedures of the Company as may be applicable from time to time.
  - 2.3.4 The Consultant shall not, either on his own or on behalf of any third party, whether directly or indirectly, during the Contract Period serve as an advisor, agent, consultant, director,

employee, officer, manager, partner, proprietor or otherwise of any business in competition or in conflict with the Company's business as conducted by the Company during the course of his/her engagement with the Company or undertake any activity, whether directly or indirectly, which brings any disrepute to the Company or its goodwill.

- 2.3.5 The Consultant shall not either on his/her own or on behalf of any third party, whether directly or indirectly, during the Contract Period and for a period of one year from the date of expiry of this Agreement or upon earlier termination of this Agreement for any reason, whichever is later, hire, solicit, interfere with, or entice away any employee of the Company or its client or attempt to hire, solicit, interfere with or entice away the employees of the Company or its clients (whether present or potential), either for himself or any third party.
- 2.3.6 The Consultant shall not use the name, insignia or any other proprietary material of the Company in any manner without the consent of the Company.
- 2.3.7 During the Contract Period, the Company undertakes to extend any assistance as required by the Consultant which in the discretion of the Company is necessary for the performance of Services under this Agreement.
- 2.3.8 The Consultant shall not, at any time during the performance of the Services or at any time thereafter, make any false or misleading representations or representations not specifically authorized by the Company in writing, in relation to the Company or its business or its products. The Consultant shall not hold out itself as an agent of the Company or conclude any contracts on behalf of the Company.
- 2.3.9 The Services shall be rendered at the work sites or offices of the Company, but the Consultant shall be obligated to render Services from such other places as designated by Company as per its business needs from time to time, at no additional fee.
- 2.4 **Payment Terms**
- 2.4.1 In consideration of the Services to be rendered by the Consultant pursuant to this Agreement, and subject to the satisfactory and timely performance of the Services by the Consultant, the Consultant shall be entitled to receive a fee of **INR 21100 (Rupees Twenty one thousand one hundred only)** per month, subject to deduction of withholding taxes and such other taxes as are applicable on the amounts payable to the Consultant. The aforesaid fee excludes goods and services tax which shall be charged by the Consultant (if applicable) to the Company as per rates in force.
- 2.4.2 The Company shall provide for pre-approved out of pocket expenses on actual spend basis as incurred by the Consultant during the performance of Services under this Agreement upon





the Consultant providing an itemized account of expenses incurred duly supported by expense receipts, as applicable.

- 2.4.3 The Consultant shall solely be responsible to pay taxes on the amounts paid to the Consultant.
- 2.4.4 The Consultant shall issue an invoice to the Company on the last day of each month in relation to the Services rendered and the fee payable to the Consultant, as per ARTICLE 2.4.1 above. Each undisputed invoice shall become due and payable within a period of 30 days from the receipt of such invoice by the Company.
- 2.4.5 The Consultant acknowledges that the consideration paid by the Company to the Consultant under this ARTICLE is a good, valuable and adequate consideration, to be bound by the terms and conditions of this Agreement including the provisions set out in ARTICLES 2.3.4 and 2.3.5 above and ARTICLE 3 below.

### **ARTICLE 3 INTELLECTUAL PROPERTY RIGHTS**

- 3.1 The Consultant agrees and acknowledges that all intellectual property, including intellectual property which the Consultant conceives or develops or reduces to practice or causes to be conceived or developed or reduced to practice, during the course of rendering the Services pursuant to this Agreement, shall belong to the Company as if the same was created as a work for hire and the Company, at its sole discretion, shall have the right to exploit any and all of the said rights by any means throughout the world during and after the Contract Period of this Agreement. The Consultant shall not have nor claim any right in any of the aforementioned intellectual property in any manner whatsoever.
- 3.2 The Consultant shall promptly disclose and deliver to the Company all the information and data in its possession necessary to impart a full understanding of the said intellectual property, or any improvement, processes or systems developed by the Consultant in respect thereof.
- 3.3 The Consultant hereby irrevocably and unconditionally waives any and all moral rights or any rights of similar nature under any law in any jurisdiction in and to any and all material written, created or devised by the Consultant resulting from or suggested by anything which the Consultant shall have done pursuant to its engagement with the Company.
- 3.4 The Consultant shall do all acts, deeds and things including execution of necessary documents without charge or compensation but at the cost of the Company for fully and effectively vesting in the Company the rights in any intellectual property, which the Consultant conceives or develops or reduces to practice or causes to be conceived or developed or reduced to practice, during the Contract Period; in any and all countries, including, but not limited to,



- 4.3 The Consultant shall always maintain high degree of ethics and secrecy and to keep as confidential the records, documents and such other information relating to the business of the Company which may be known to the Consultant by any means and to use the same only in a duly authorized manner in the interest of the Company.
- 4.4 The Consultant further warrants that upon completion of the Contract Period or earlier termination of appointment for any reason, the Consultant shall return all such records, documents and other information to the Company immediately if they are in its possession in any manner and shall not attempt to retain copies of any data, records, know-how or information of the Company.
- 4.5 The Consultant warrants that the Consultant shall not borrow or accept or pay any money, gifts, reward or compensation etc. for personal gains or as an inducement for entering into any arrangement with the Company or otherwise place himself under pecuniary obligation to any person with whom the Company may be having official dealings or indulge in any practices that are considered corrupt or fraudulent under applicable laws.

#### **ARTICLE 5 INDEMNITY**

Without prejudice to any other right available to the Company whether under this Agreement or under applicable laws, the Consultant shall be liable to compensate the Company and to that effect hereby indemnifies and agrees to defend and hold harmless the Company from and against losses, liabilities, damages, deficiencies, demands, claims, actions, judgments or causes of action, assessments, interest, penalties and other costs or expenses (including, without limitation, reasonable attorneys' fees and expenses, including a lawyer at the expense of the Company) arising from a wrongful act or omission or negligent or misconduct of the Consultant or breach of any of its representations, warranties and undertakings under this Agreement.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, LOSS OF REVENUES, LOST PROFITS ARISING FROM ANY CLAIM OR ACTION HEREUNDER, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY.

#### **ARTICLE 6 CONFIDENTIAL INFORMATION**

- 6.1 The Consultant agrees and acknowledges that during the Contract Period, the Consultant shall have access to Confidential Information. The Consultant understands and acknowledges that access to the Confidential Information has been provided to the Consultant solely as a consequence of its engagement by the Company in order to enable the Consultant to render the Services envisaged under this Agreement. The Consultant further understands that the

Company and its affiliates shall have no obligation to make available to the Consultant any of its Confidential Information if it is not relevant to the performance of its obligations under this Agreement, if it does not wish to do so.

- 6.2 The Consultant understands and acknowledges that the Confidential Information is of immense value to the Company and/or its present, past or prospective clients. The Consultant understands that any use or disclosure of such Confidential Information including any inadvertent disclosure can cause immense and irreparable harm, loss, damage and injury to the Company and its reputation and hence undertakes to keep such Confidential Information confidential and use it solely in the manner expressly authorized by the Company and only during the Contract Period.
- 6.3 The Consultant agrees and undertakes that at all times during the Contract Period and thereafter on termination for whatever reason to hold in the strictest confidence, and not to use, except for the benefit of the Company and absolutely refrain from in any manner divulging, discussing, disclosing or in any manner directly or indirectly using the Confidential Information. In the event the Consultant is unsure of the nature of certain information, it undertakes to treat such information as Confidential Information unless specifically informed to the contrary by the Company.
- 6.4 The Consultant recognizes that the Company has received and, in the future, will receive from third parties information that would be confidential and proprietary in nature to such third parties. The Consultant shall hold all such third-party information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out its work for the Company consistent with the Company's agreement with such third party.
- 6.5 The Consultant acknowledges and agrees that all Confidential Information is and shall remain the property of the Company and/or its licensors, and the Consultant shall not be entitled to use such Confidential Information during its engagement and thereafter or make copies thereof for any purpose (including for commercial use) other than as required in performance of its obligations under this Agreement. Nothing contained in this Agreement shall be construed as granting or conferring any rights either as a license or otherwise in the Confidential Information.

## **ARTICLE 7**

### **TERM AND TERMINATION**

- 7.1 This Agreement shall be valid through the Contract Period.

#### **7.2 Default**





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7.2.1 If the Consultant breaches any of its obligations under this Agreement and fails to cure such breach within seven (7) days following receipt of a notice of default from the Company, the Company may terminate this Agreement, effective as of a date specified in the notice of default.

7.2.2 The Company expressly reserves the right to terminate the Consultant's appointment forthwith in the event that it has grounds to believe that the Consultant:

- (a) has committed any misconduct or act of incompetence, without prejudice to any other rights of the Company; or
- (b) becomes bankrupt or is declared insolvent or makes any arrangement or composition with its creditors or any liquidation proceedings are initiated against it; or
- (c) commits any act in violation of applicable laws whether relating to the Company or otherwise.

7.2.3 If at any time during the Contract Period, the Consultant is found to be dishonest, unsatisfactory or irregular in rendering Services or performing the tasks assigned, the Company shall be entitled to terminate the appointment forthwith without any prior notice whatsoever and may deduct without prejudice to any of the rights and remedies which the Company may have against the Consultant from the remuneration, if any, then due to the Consultant, the amount of any loss the Company may have sustained. The decision of the Company in such matters shall be final, conclusive and binding upon the Consultant in all respects and shall not be questioned on any grounds whatsoever.

### 7.3 **Mutually**

Either Party may terminate this Agreement at any time during the Contract Period without assigning any cause upon giving the other Party one (1) month's written notice.

### 7.4 **Continuing Obligations**

7.4.1 Termination of this Agreement shall not relieve either Party from any obligations accrued through the date of termination. In addition, the terms and conditions set forth in this Agreement, which by their nature would continue beyond termination of this Agreement, including the provision with respect to Confidentiality, Intellectual Property Rights, Indemnity, Notices, Governing law and Jurisdiction, shall survive the termination/expiry of this Agreement.

## 8.4.1

In the unlikely event of any dispute arising out of this Agreement, whether as to its interpretation, implementation or otherwise, the Parties hereto shall in the first instance make sincere efforts to resolve it amicably, failing the settlement of which within a period of thirty (30) days thereof, such dispute shall be referred to arbitration consisting of one arbitrator mutually appointed by the Parties and the arbitration shall be conducted as per the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be conducted as follows:

- (a) In the event of the Parties not being able to concur on the appointment of a sole arbitrator within ten (10) days of the occurrence of the dispute then each Party shall appoint one arbitrator and the two arbitrators shall appoint a third arbitrator who shall be the presiding arbitrator;
- (b) All proceedings in any such arbitration shall be conducted in English;
- (c) The seat of the arbitration proceedings shall be at Gurgaon, Haryana;
- (d) The arbitrator shall be free to award costs as he/ they thinks appropriate;
- (e) The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

## 8.5

**Waiver**

No failure or delay on the part of any of the Parties to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party to this Agreement nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a Party at law or in equity.

## 8.6

**Independent Contractor**

In performing this Agreement, each Party shall act as an independent contractor and not as agent for or employee of the other Party and the Consultant shall render services on a principal to principal basis. Neither Party shall have the right or power to bind the other Party to any contract or agreement with any third party, nor will that Party have a right to hire anyone on behalf of the other Party unless specifically requested or authorized to do so by that Party in writing. The relationship created by this Agreement is a contract for Services



and nothing herein contained is intended to create the relationship of a partnership, joint venture or employer-employee between the Parties.

**8.7 Amendment**

No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by both Parties.

**8.8 Severability**

If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be imperative and shall not be part of the consideration moving from either Party hereto the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

**8.9 Survival**

Notwithstanding anything contained herein, ARTICLE 3 (Intellectual Property Rights), ARTICLE 5 (Indemnity), ARTICLE 6 (Confidentiality), ARTICLE 8.1 (Notices), ARTICLE 8.3 (Governing Law and Jurisdiction), and ARTICLE 8.4 (Dispute Resolution) of this Agreement will remain in effect together with such provisions which expressly or by implication will survive termination.

**8.10 Assignment**

The Consultant shall not assign this Agreement or any part hereof to any third party.

**8.11 Counterparts**

This Agreement may be signed in two counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.



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**IN WITNESS WHEREOF**, the Parties hereto have duly executed and delivered this Agreement on the day and year first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED "MATRIX  
PUBLICITIES & MEDIA INDIA PVT. LTD." THROUGH THE HAND OF  
"Mr. Amit Malhotra" ON 13/Dec/2018:

SIGNED AND DELIVERED BY THE WITHIN NAMED "Aashi Joshi" ON  
THE 13/Dec/2018:



## ANNEXURE – A DETAILS OF SERVICES

Metrics	KRA's- Analyst- Content Publishing
Base Responsibility	<ul style="list-style-type: none"> <li>• Content Publishing as per SLAs</li> </ul>
Operational	<ul style="list-style-type: none"> <li>• Perform build basis request according to the checklist and with 100% quality</li> <li>• Inform well in time of any possible issues to your respective leads</li> <li>• Acknowledge and execute all assigned request on JIRA</li> <li>• Average Work Hours <math>\geq 8</math> hours/day as per both JIRA and login hours</li> </ul>
Process & Development	<ul style="list-style-type: none"> <li>• Process Efficiency</li> <li>• Adherence of training plan &amp; training effectiveness.</li> <li>• Capable of executing all services in Scope</li> <li>• Helps and guides new joiners</li> <li>• Learns all new updates, functionality add-ons</li> <li>• Adherence to leave policy</li> <li>• Manages and plans leaves in advance to have a minimum impact on business</li> </ul>
Performance	<ul style="list-style-type: none"> <li>• Performance Improvement ideas/initiatives</li> <li>• Quality assurance in delivery</li> <li>• SLA adherence</li> <li>• Compliance to Operations Processes</li> </ul>