

PLEASE READ THE ENTIRE AGREEMENT.

YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND THE COMPANY

BY CLICKING YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

[a] Tenure: Your consultancy services are being retained for a temporary period of 36 months. Either party may terminate this Agreement by giving Thirty (30) **day** written notice.

[b] Consultancy services to be rendered: The primary responsibilities would *inter alia* include:

1. Assisting in developing marketing strategies for the various products of the Company and particular market segments like the Retail, SME & Corporate Business in the local market.
2. Assisting in distributing publicity material, point of purchase displays etc. as required/ approved by us.
3. Providing market feedback to us
4. Any other assignments in accordance with the direction and instructions given by the Company from time to time. However, the Company during the period of this Agreement may entrust you with other assignments, in so far as such assignments are just, reasonable and within your competencies as a marketing and sales support consultant.

[c] Consultancy fees: The Company shall pay you an all inclusive Consultancy Fee as a consolidated payment and you shall not be eligible for any travelling expenses, conveyance, mobile / phone bills etc. in addition to the consultancy fees. This payment for each month will be made by the 10th of the subsequent month and would be determined in accordance with your performance/contributions to be reviewed every month, based upon the volume and quality of services rendered, actual space utilisation, and the volume of publicity material distributed by you and any special one-off assignments that may be assigned to you. This payment will be linked to the achievement of norms that shall be set for you by our Manager Marketing and shall be paid out on a monthly basis. You shall not be entitled to any other compensation during and for the period of your consultancy. You agree that the assessment of services rendered by you and the amount to be paid every month as Consultancy fees shall be determined mutually between you and the Marketing Manager and would be signed off by both parties every month before the amount becomes payable.

[d] Taxation: The Company shall deduct any or all such taxes in terms of the Income Tax Act and such other relevant and applicable acts and the rules made there under and as amended from time to time. Provided that, along with invoice for consultancy fees, the consultants shall also raise service tax invoice on monthly basis, if you want to claim from company as any claim for service tax belatedly and claiming separately from that of months consultancy fees invoice will not be payable by Company.

[e] Other conditions:

[1] This Agreement supersedes all previous contracts or any contracts that may have been agreed either verbally or in writing, and were applicable heretofore with the Company or any of its parent companies /subsidiaries /Liaison office.

[2] This arrangement is not to be construed as an offer of employment or insurance agency and does not confer any right upon you to claim employment with the Company.

[3] You shall not publish or cause to be published in any media, print and/or electronic, any advertisement, or distribute any circular or writing, concerning the Company or its products, or about this consultancy without the prior written approval and authority of the Company. If any law suit shall be brought against the Company as a consequence of any unauthorised action or publication or statement by you or your staff or representative in any media, print, electronic or in any other form, all cost, loss or damages arising there from shall be borne by you.

[4] You shall not and do not have the right to negotiate or enter into any contracts and/or agreements of any nature whatsoever on behalf of the Company and the Company shall not be bound by any contract and/or agreement made by you or any of your staff or representatives.

[5] Upon the expiry or earlier termination of this Agreement, as the case may be, you shall cease to carry on all activities that you were authorized to do under this Agreement. You shall, forthwith deliver to the Company all documents and other material relating to the Company which are in your possession and/or in the possession of your employees.

[6] You shall not make use of any trade marks, service marks, brochures and/or promotional material of the Company except as authorized by the Company in writing.

[7] The Company serves its right, at any time, to review and approve the use of Your Links and you shall comply with the guidelines provided to you. We may monitor your site as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel should enhance your performance.

[8] **The Company may** modify any of the terms and conditions in this Agreement at any time its sole discretion. In such event, you will be notified. Modifications may include, but are not limited to, changes in the payment procedures rules, terms and conditions. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation following/post changes on our site will indicate your agreement to the changes.

[7] The laws as provided for in India shall govern this Agreement. Any dispute arising out of this Agreement will be within the jurisdiction of courts in Mumbai.

[f] Confidentiality: You acknowledge that the business of the Company is highly competitive and that any information concerning the Company's business, including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Company's customers and business affiliates, all comprise confidential business information and trade secrets against unauthorised disclosure and use is of critical importance to the Company in maintaining its competitive positions. Accordingly you hereby agree that you will not, at any time during or after your consultancy assignment with the Company, make any unauthorised disclosure of any confidential business information or trade secrets of the Company, or make any use thereof, except for the benefit of and on behalf of the Company. For the purpose of this paragraph, the term 'Company' shall also include all affiliates of the Company.

[g] Indemnity : You shall indemnify the Company against any loss, damage, proceeding which the Company might suffer due to any wrongful and/or *mala fide* acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to terminate your consultancy on such count or the right of the Company to seek other remedies which the Company may have, to make good the Loss or damage.