



सत्यमेव जयते

INDIA NON JUDICIAL

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Account Reference : IMPACC (PF)/ dl763913/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL76391371500788878539R
Purchased by : JCB INDIA LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : JCB INDIA LIMITED
Second Party : Not Applicable
Stamp Duty Paid By : JCB INDIA LIMITED
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



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SERVICE AGREEMENT

This **service agreement** (“**Agreement**”) is made and executed at New Delhi on 28th August, 2019, by and between:



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at “www.shcilestamp.com”. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

JCB India Ltd., a company registered under the Companies Act 1956, having its registered office at B-I/I-1, 2nd Floor, Mohan Co-op. Industrial Estate, Mathura Road, New Delhi-110044 (hereinafter referred to as the “**Company**”, unless it be repugnant to the subject or context thereof, mean and include its successors, affiliates and permitted assigns);

And

RESULT SERVICES PRIVATE LIMITED, a company registered under the Companies Act, 1956 and having its registered office at 204-206 Tolstoy House, 15-Tolstoy Marg, New Delhi-110001 and operating office at 8, Balaji Estate, Guru Ravidas Marg, Kalkaji, New Delhi 110019 (hereinafter referred as “**Consultant**”, unless it be repugnant to the subject or context thereof, mean and include its successors, affiliates and permitted assigns).

The Company and the Consultant may be individually referred to as a “**Party**” and together as the “**Parties**” as applicable in the context in which it appears.

WHEREAS:

1. The Company is a manufacturer of earthmoving and construction equipment in India.
2. The Consultant is engaged in the business of digital marketing related services such as website development, online advertising, web hosting, application development, social media initiatives, etc.
3. The Consultant has represented to the Company that it has requisite expertise, specialized knowledge and experience in the field of Services (defined hereinafter) and has offered to render the Services to the Company on a principal to principal basis.
4. The Company based on the above representation of the Consultant has agreed to engage the Consultant to avail the Services and the Consultant has agreed to provide the same to the Company on such terms and conditions as contained hereinafter.

NOW THEREFORE, in consideration of the premises and of the mutual agreements, covenants, representations and warranties hereinafter contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

1.1 The Company hereby agrees to engage the Consultant to render the following services(hereinafter along with Schedule 1 referred to as the “**Services**”):

- (a) Brand Website
- (b) Creative Communication
- (c) Social Media
- (d) Dealer Website
- (e) Dealer Marketing Support Initiative
- (f) Digital Media

1.2 This Agreement is on a non-exclusive basis and the Company may hire other service providers for providing services similar to the Services.



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2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall commence from the 01st January 2019 and shall remain in force till 31st December 2019, unless terminated earlier by the Parties as per clause [9] herein below.
- 2.2 The Parties may 30 (thirty) days prior to the expiry, agree to mutually renew the Agreement on such terms and conditions as may be agreed.

3. SUB-CONTRACTING

The Consultant shall not sub-contract any Service to any third party without the prior written consent of the Company.

4. COMPLIANCE

The Parties shall comply with all statutory regulations and also be bound by the guidelines issued by various statutory bodies connected with the Services. The Consultant shall comply with all such statutory laws/regulations as applicable in respect of the said Services and shall also inform the Company of all such statutory laws/regulations as applicable to the Company in relation to the Services.

5. FEE

- 5.1 In consideration of the Services, JCB shall pay such amount to the Consultant as detailed in Schedule 2 ("Fee").
- 5.2 The Consultant shall raise monthly invoice on JCB.
- 5.3 JCB shall release the Fee basis the invoice within thirty (30) days from the receipt of the undisputed invoice.
- 5.4 Prior to incurring any out of pocket expenses an express approval shall be obtained from JCB. JCB shall reimburse only such pre-approved out of pocket expenses which are supported by proper invoices. With regards to reimbursement expenses the Consultant shall raise monthly invoices on JCB.

6. COVENANTS OF THE CONSULTANT

The Consultant hereby agree and acknowledge to the Company that:

- (a) it shall use only such information that is expressly provided by the Company in writing.
- (b) it shall not use Intellectual Property Right of any third party without obtaining proper license for the same.
- (c) it shall comply with the obligations of confidentiality set out in this Agreement.
- (d) the Services will be rendered in a timely manner and of utmost quality and standard.
- (e) input materials supplied by the Company for the purpose of the designated task would be returned after the closure of the event along with the final report.
- (f) the Services will be rendered in compliance with applicable laws.
- (g) all documents and other informatory papers and any other information (in any form) including but not limited to the Intellectual Property Rights and business activities of the



Company (“**Information**”) handed over to the Consultant, will remain the sole and absolute property of the Company.

7. INTELLECTUAL PROPERTY

- 7.1 For the purpose of this Agreement, the term “**Intellectual Property Rights**” mean patents, inventions, utility models, copyrights, trademarks, service marks, trade secrets, service names, business and domain names, social accounts, geographical indications, trade dress, goodwill, designs, algorithms, drawings, art work, logos, software, database (electronic or otherwise), moral rights, Confidential Information, know-how and other tangible or intangible property which is capable of protection as intellectual property under global laws whether registered or not, including moral rights, publicity rights, and applications made to register or renew or extend any of the above with the relevant governmental authority.
- 7.2 Nothing in this Agreement or otherwise shall confer upon either Party any rights in the name or trade mark or logo or any other trade mark or trading style of other Party.
- 7.3 Each Party shall retain all rights, title and interest in their respective Intellectual Property Rights. There shall be no assignment, transfer or license of any Intellectual Property Rights (including any amendments, modifications or enhancements thereto) pursuant to this Agreement.

8. CONFIDENTIALITY

- 8.1 For the purpose of this Agreement, the term “**Confidential Information**” mean means all information in any form or medium (including oral) which is not publicly available (either in its entirety/or in part or in the precise configuration or assembly of its components), together with any copies of that information in any form or medium or any part or parts of that information including accounts, business plans, business methods, strategies, marketing and selling plans and models, financial forecasts, unpublished financial information, pricing information/calculations, tax records, correspondence, manuals, product development plans, specifications, a Party’s sales/vendors/customers/supplier information, prices, technical or commercial expertise, schematics, discussions, negotiations, agreements, software, concept and ideas relating to existing or proposed products and services, information regarding research and development, any new products and services to be offered to public, Intellectual Property Rights of a Party, whether disclosed orally and eventually reduced to writing or in writing and includes the contents of this Agreement.
- 8.2 Either Party may disclose the Confidential Information and shall, in doing so, be referred to as the “**Discloser**” hereunder. The other Party, including its affiliates, when receiving the Confidential Information shall be referred to as the “**Recipient**”.
- 8.3 The Recipient shall, and shall procure that its employees, agents, representatives, , at all times (including after expiry or termination of this Agreement):
- (a) keep the Confidential Information as confidential;
 - (b) not disclose the Confidential Information to any person other than on need to know basis; and
 - (c) use the Confidential Information only for the purpose set out under this Agreement.



9. TERMINATION

9.1 The Agreement can be terminated by either Party by giving [15 (fifteen)] day's notice to the other Party if:

- a) Either Party commits breach of this Agreement; and/or
- b) Either Party fails to remedy (where it is capable of remedy) or persists in any breach of any of its obligations under this Agreement after having been required in writing to remedy or desist from such breach within a period of 15 (fifteen) days, or such longer period as mutually agreed in a remedial plan.

9.2 Each Party shall have the right to terminate this Agreement with immediate effect if: (i) either Party becomes the subject of a bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, (ii) either Party makes an assignment for the benefit of creditors, (iii) either Party does not pay its third party debts substantially as they become due or admits in writing its inability to pay its debts when due, (iv) an application for a receiver, trustee, or custodian is made by anyone for the other Party and/or (v) either Party materially breaches its obligations, representations and/or other terms and conditions of this Agreement.

9.3 Either Party may terminate this Agreement without assigning any reason whatsoever by giving a thirty (30) days notice in advance.

9.4 Post termination or expiry of the term of this Agreement:

- (a) the Consultant shall immediately deliver to the Company all Information including Intellectual Property Rights and any/all data, held by it and which are in possession / custody / control of the Consultant to the Company including the passwords for all social accounts, codes (necessary for the websites), etc.
- (b) Cease use of any of the assets or social accounts or website of the Company in any manner or form from the moment notice is served by the Company.
- (c) In case of termination of the Agreement, the Company shall pay to the Consultant such part of Consideration which is proportional to the work completed by the Consultant till such date. The Parties shall mutually decide the amount of Consideration.

10. INDEMNITY

Each Party shall indemnify, defend and hold harmless the other Party, its affiliates and each of their respective directors, employees, agents and representatives from and against any and all liabilities, costs, expenses, fees (including reasonable attorney fees), damages, penalties, losses arising out of or in connection with:

- 10.1 Any breach or failure to perform of the obligations under this Agreement;
- 10.2 Any negligence or default on the part of the Consultant or its personnel in performance of the Services; and
- 10.3 Any breach of an Intellectual Property Right of a third party.



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11. FORCE MAJEURE

Neither Party shall be liable for any delay in performing its obligations under this Agreement if such delay is caused by circumstances beyond such Party's reasonable control, including without limitation and delay caused by acts of God (e.g., fire, floods, earthquakes, etc.) or terrorism provided the Party unable to perform due to a force majeure condition is without fault and the delay or omission could not have been prevented by reasonable precautions. For the avoidance of doubt it is clarified that a labour dispute or a strike shall not be considered as a force majeure event. The non-performing Party will inform of such condition to other Party immediately and no later than 24 (twenty four) hours of such occurrence and shall take all steps to mitigate the effects thereof. In the event the force majeure condition prevails for a continuous period of 15 (fifteen) days, then the other Party has a right to terminate this Agreement without incurring any liability. For the avoidance of doubt, it is hereby clarified that the Company shall not have any liability to make any payments to the Consultant for the period when such force majeure condition subsisted.

12. NOTICE

Any notice required to be issued in accordance with this Agreement shall be in writing and shall be (i) first transmitted by electronic mail and then confirmed by postage, prepaid registered post with acknowledgement due or by internationally recognized courier service or (ii) sent by postage, prepaid registered post with acknowledgement due or by internationally recognized courier service:

In the case of notices to **JCB India Limited:**

Attention: Ashish Negi

Address: 23/7, Mathura Road, BALLABGARH-121004

Contact Number: +911294299056

Email: ashish.negi@jcb.com

In the case of notices to the **Consultant:**

Attention: Mr. PUNIT KAPOOR

Address: 8 BALAJI ESTATE, GURU RAVIDASS MARG, KALKAJI, NEW DELHI
110019

Contact Number: + 91 4191 3464

Email: punit.kapoor@mrm-mccann.com

13. INDEPENDENT CONTRACTOR

This Agreement is on a principal to principal basis. Neither Party shall, for any purpose, be deemed to be an agent or employee of the other Party and the relationship between the Parties shall only be that of independent contractors.



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14. NO ASSIGNMENT

This Agreement may not be assigned by the Consultant to any person without the prior written consent of the Company (which consent may be denied by the Company in its sole discretion).

15. SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns (only in the case of the Company).

16. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity, legality or enforceability of the remainder of this Agreement, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by applicable law.

17. SURVIVAL

Clauses [7, 8, 9.4, 10, 12, 17, 21 and 22] shall survive the termination or expiry of this Agreement.

18. COSTS AND EXPENSES

Each Party shall bear its own costs for negotiation and finalization of this Agreement.

19. AMENDMENT AND WAIVER

No modification or amendment to this Agreement and no waiver of any of the terms and conditions thereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

20. ENTIRE AGREEMENT

This Agreement sets out the entire understanding between the Parties all supersedes all prior oral arrangements, discussions or negotiations.

21. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India and subject to Clause 22, shall be subject to the exclusive jurisdiction of courts at New Delhi, India.

22. DISPUTE SETTLEMENT AND ARBITRATION

22.1 Any dispute, controversy or claim, arising out of, or relating to this Agreement, including the question of the existence, breach, termination or validity thereof ("**Dispute**"), shall first be attempted to be amicably discussed and resolved between Parties. In the event, that Parties are not inclined or unable to resolve the Dispute(s) having arisen by amicable discussions within a period



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of fourteen (14) days from the date of request for amicable settlement made by a Party, the Dispute(s) shall be referred to and settled by arbitration under the Arbitration and Conciliation Act, 1996, subject to any statutory modification thereto.

22.2 The number of arbitrators shall be one (1) which arbitrator shall be mutually agreed to by the Parties.

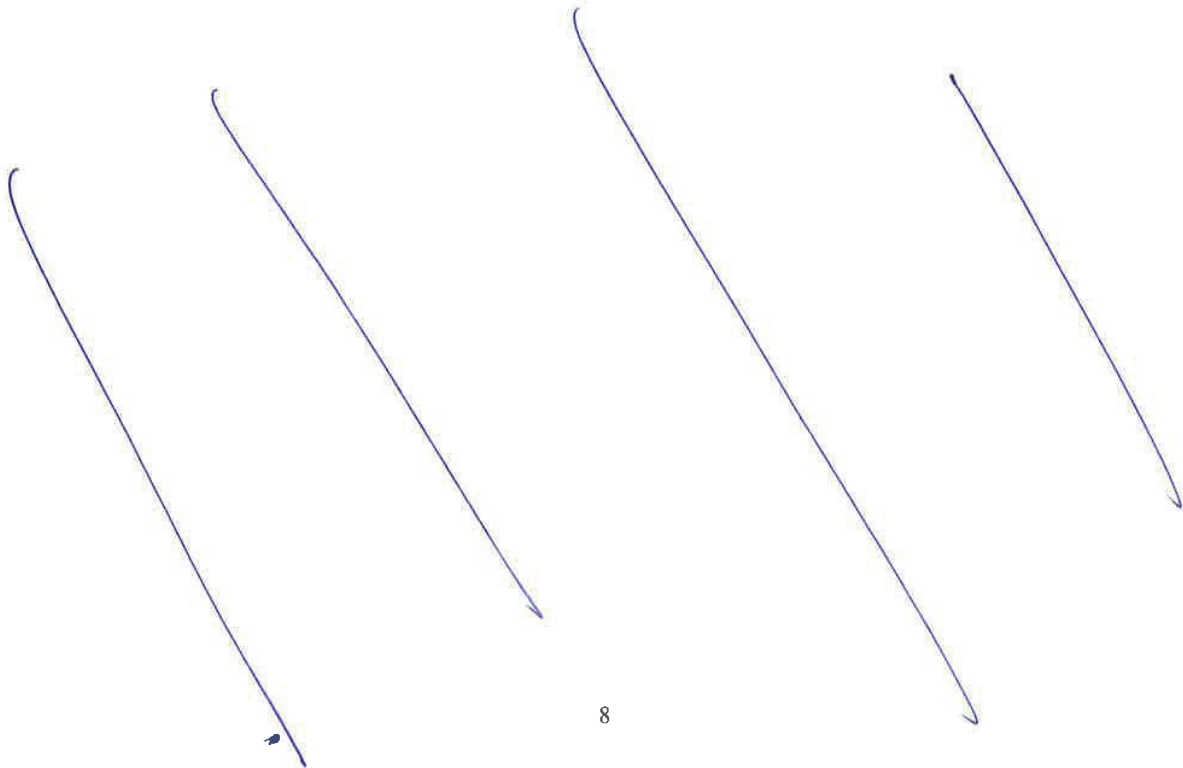
22.3 Parties agree to share the cost of such arbitrator equally. Parties agree to share the cost of such arbitrator equally. The fee of arbitrator shall be as per the Fourth Schedule of The Arbitration and Conciliation (Amendment) Act, 2015 and/or future amendments in The Arbitration and Conciliation Act, 1996.

22.4 The Award made pursuant to the arbitration proceedings shall be final and binding upon the Parties.

22.5 The seat of arbitration shall be New Delhi.

23. COUNTERPARTS

This Agreement may be executed in counterparts all of which shall together constitute the one and same instrument.



IN WITNESS WHEREOF THE PARTIES HAVE PUT THEIR RESPECTIVE SIGNATURE AS UNDER:

For JCB India Limited



Authorized Signatory

Name:

Designation:

Witness:

1. Ashish Nagi

Ashish
29/8/15



For Result Services Private Limited



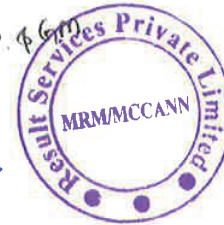
Authorized Signatory

Name: PUNIT KAPOOR

Designation: SR. V. P. ⁶⁶⁷¹

Witness:

1. V. P. 6671



Schedule 1

(Services)

Brand Website	Regular Content Update and Tech Support. 2 pages per month
	SEO - Keywords strategy, URL strategy, Implementation and Optimization
Creative Communication	Design and creation of campaign themes. Adaptation of campaign theme into collaterals
Social Media	Content Creation, Handle Management - FB, Twitter, Instagram, LinkedIn, Response Management
Dealer Website	Regular maintenance and Tech Support
Dealer Marketing Support Initiatives	CRM, Parts, Service, Operator Training Used & Rental Machines. Hyperlocal Content Development -Case studies; applications; service capabilities etc.
Digital Media	Dealer campaign media campaign deployment and management



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