



**DEAL APPROVAL FORM  
SERVICE PROVIDER AGREEMENT**

This form captures the key information needed to be reviewed by the Legal and Finance. It should be submitted to the **Legal** along with any review requests for contracts with TFS Vendors.

INITIATED BY: SHALKI KHANNA

<b>TFS Contracting Party</b>		Travel Food Services Private Limited ( TFSPL)	
<b>Counter Party Details</b>	Entity Name	The Ad Kompany ( Service Provider)	
	Registered Address	1, Aerocity, Sakinaka, Mumbai 400072	
	Signatory	Rishi Udapurkar ( Proprietor)	
<b>Purpose of the Master Agreement: Scope ( Attach detailed scope if required as Annexure)</b>		<p>Service Provider is carrying on the business of providing social media marketing, online marketing services, content creation, photography, videography, graphic designing. Agreement is entered with Service Provider for promotion of TFS Licensed brands.</p> <ul style="list-style-type: none"> <li>• Social Media Management including editing, uploading, and managing content</li> <li>• 6 Days Videography and Photography per month</li> <li>• Campaign planning and execution</li> <li>• Performance Marketing and ORM</li> </ul> <p>Detailed deliverables are stated under Annexure</p>	
<b>Term of Agreement.</b>		1st July, 2023	30 <sup>th</sup> June, 2024
<b>Lock-In Period, (if applicable):-</b>		No Lock in period for both parties.	
<b>Non-Compete-Exclusivity</b>		Non – Exclusive Arrangement	
<b>Fees/ Commercials :</b>		As per Annexure	
<b>Payment Terms/Credit Period:</b>		Payment to be made within 15 days from the date of receipt of the bill.	
<b>Stamp Duty</b>		TFSPL has paid stamp duty	
<b>Right to assign:-</b>		Service Provider shall perform its obligations under this Agreement and shall be not be permitted to assign and sub contract any of its rights and obligations provided hereunder.	
<b>Termination:</b>		Service Provider is carrying on the business of providing social media marketing, online marketing services, content creation, photography, videography, graphic designing and is willing to provide the said services	
<b>Limitation of Liability</b>		No capping on liability for both the Parties.	
<b>Deviations from TFS Standard Agreement or clauses</b>		NA	
<b>Commercial Calls/Special Terms/Risks</b>		NA	
<b>REVIEWED BY</b>			

<b>LEGAL:-</b> Name: Deepak Kurian Sign: 	<b>FUNCTIONAL UNIT/ HEAD</b> Name: Akshit Sogiani Sign: 
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**APPROVED BY**

Vikas Kapoor (CFO)	
Gaurav Dewan (COO)	

## DELIVERABLES

Sr. No	Brand	Deliverables	KPI	Cost Per Month
1	Caféccino	- 10 Reels - 5 Stylised Shots - 3 Graphic Posts	- 40,000 unique accounts reached every month - 500 Followers per Month - Average 4,500 Views per Reel	₹ 60,000
2	Nourish	- 10 Reels - 5 Stylised Shots - 3 Graphic Posts	- 35,000 unique accounts reached every month - 400 Followers per Month - Average 3,500 Views per Reel	₹ 60,000
3	Dilli Streat	- 10 Reels - 5 Stylised Shots - 3 Graphic Posts	- 35,000 unique accounts reached every month - 500 Followers per Month - Average 4,000 Views per Reel	₹ 60,000
4	Idli.com	- 10 Reels - 5 Stylised Shots - 3 Graphic Posts	- 40,000 unique accounts reached every month - 450 Followers per Month - Average 4,500 Views per Reel	₹ 60,000
5	Samba Square	- 10 Reels - 5 Stylised Shots - 3 Graphic Posts	- 45,000 unique accounts reached every month - 550 Followers per Month - Average 5,000 Views per Reel	₹ 60,000
6	GrubHub	- 10 Reels - 5 Stylised Shots - 3 Graphic Posts	- 45,000 unique accounts reached every month - 500 Followers per Month - Average 4,000 Views per Reel	₹ 60,000
7	House of TFS	- 5 Reels - 5 Stylised Shots - 3 Graphic Posts	- 40,000 unique accounts reached every month - 400 Followers per Month - Average 3,500 Views per Reel	₹ 35,000
8	Eat Better Travel Better	- 8 Reels - 4 Magazine Graphics - 2 Travel Shots - 2 Food Shots	- 50,000 unique accounts reached every month - 700 Followers per Month - Average 5,000 Views per Reel	₹ 90,000
<b>TOTAL</b>				<b>₹ 4,85,000</b>

### Terms

1. Pro-Forma Invoice will be provided by Ad Ko at the 1st of every month, for the previous month
2. Payment will be cleared within 15 days of date of Pro-Forma Invoice
3. 90% to 110% KPI achieved – 100% Payment
4. 75% - 90% KPI achieved – 80% Payment
5. Less than 75% KPI – Performance to be reviewed before payment
6. Above 110% KPI achieved – Performance to be reviewed before payment
7. Travel, stay, and additional concession will be charged separately
8. Monthly performance will be reviewed within first 7 working days of the month
9. Annual performance review will be held in the first week of February





000245

## जोड़पत्र - २ / Annexure - II

## AGREEMENT



## TRAVEL FOOD SERVICES PRIVATE LIMITED.

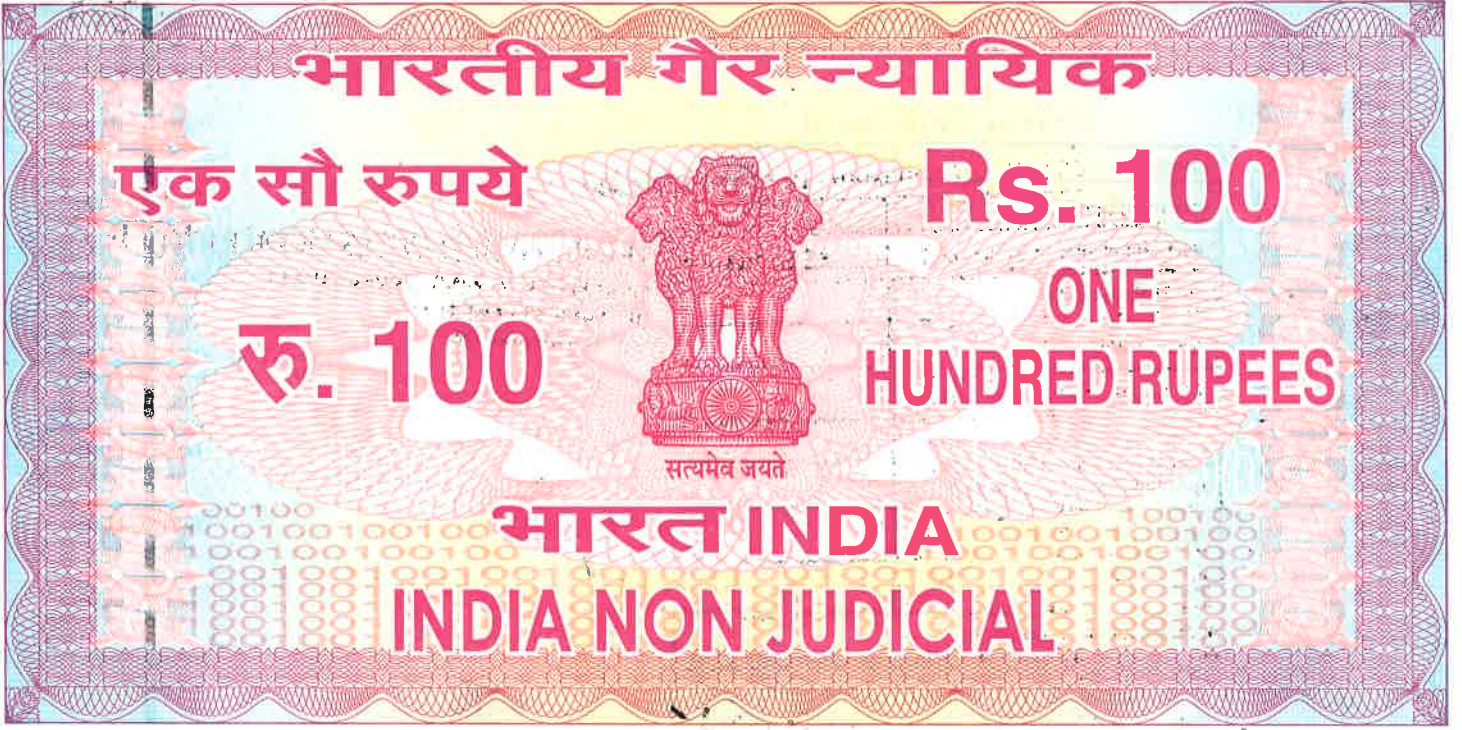
FIRST FLOOR, 'A' WING, SHIVSAGAR ESTATE,  
 11 ANNIE BESANT ROAD,  
 KURLI, MUMBAI 400018

दस्तावा प्रकार	
दस्तावा चौवणी करकार आहेत का ?	YES / NO
मिळवणीचे वर्णन -	
मुद्रांक विवरण घेण्याचा काळ	
मुद्रावाचा पक्षकाराचे नाव	
दस्तावा अंतर्गत ह्याचे काय काय	
मुद्रांक शुल्क रक्कम	
मुद्रांक विधी जोड आहे का? (संलग्न करा)	
मुद्रांक विवरण घेण्याची तारीख	
मुद्रांक विधी लागू आहे	
परवाना क्रमांक: 0000090	
मुद्रांक विधी घेण्यासाठी: बॉस असोसिएशन ऑफ इज ए सी टी २, हैजादे-दा सोसायटी भाग, अरबा इयस्कूल च्या जमीन, कॅम्पस शिवसागराच्या काजुला, सी.एस.टी., मुंबई - ४०० ००१.	
ज्या कारणासाठी ज्यांनी मुद्रांक घेतला आहे त्यांनी त्याच कारणासाठी मुद्रांक घेतला आहे. (अधिकृत दाखले संलग्न करावे.)	

-7 JUN 2023

-7 JUN 2023





महाराष्ट्र MAHARASHTRA

2023

65AA 911304

SERVICE AGREEMENT

This Agreement made at Mumbai on this 4<sup>th</sup> day of August, 2023

By and Between

The Ad Kompany, a proprietorship firm having its office at 1 Aerocity, Sakinaka, mumbai 400072,; Occupation: Business (hereinafter referred to as after referred to as "AD KO/ "Service Provider" which expression shall, unless repugnant to the context, mean and include its successors in title and assigns), of the Second Part.

AND

Travel Food Services Private Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at Block-A South Wing 1st Floor Shiv Sagar Estate Dr. Annie Besant Road, Worli, Mumbai 400018, hereinafter referred to as 'Company' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its administrators, representatives and permitted assigns) of the OTHER PART.



1

For AD KOMPANY

Proprietor



श्री. जे. पी. वाईकर



**WHEREAS** Company is engaged in the business of managing and operating various lounges and food and beverages outlets across various airports in India.

WHEREAS Service Provider is carrying on the business of providing social media marketing, online marketing services, content creation, photography, videography, graphic designing and is willing to provide the said services and more particularly detailed under Annexure I ("Services") to Company as provided herein.

AND WHEREAS the Service Provider has represented that it has requisite expertise and knowledge in providing the Services mentioned herein and has expressed interest in providing the Services to the Company.

AND WHEREAS based on the representation of the Service Provider, the Company has agreed to engage the Service Provider for the Services under this Agreement.

The Company reserves the right to change the terms and conditions of this Agreement with respect to the Services to be provided by Service Provider to Company, subject to mutual discussion.

(Company and Service Provider are hereinafter collectively referred to as "Parties" and individually as "Party", as the context may demand)

**NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES**

**1. APPOINTMENT AND SCOPE OF WORK**

1.1 In consideration of the Company paying the charges, Service Provider shall provide the Services mentioned in the **Annexure II** to the location as mentioned in the Annexure attached herewith, which may be amended by the Parties from time to time in writing, together with all other obligations, functions and duties as more particularly described in this Agreement, upon completion of each service of a particular location a detailed report shall be provided to the Company for its review and feedback for improvements as suggested by Company and hereinafter collectively known to as Service Provider's Obligation.

1.2 The parties acknowledge and agree that, in the event the Company requires any additional services during the term of this Agreement, then the same shall be discussed and agreed between the Company and Service Provider in writing (the **Additional Services**). In such event, a description of the Additional Services shall be added to the Service Specifications through a written amendment signed by the parties before Service provider commences performing the Additional Services, and the Company shall reimburse Service Provider for the costs incurred by Service Provider in performing the Additional Services in accordance with the terms agreed between the Parties in writing.

1.3 Service Provider assures that it shall provide its immediate support and assistance in the event of any disruption in the Services being provided by Service Provider. The manner and time frame for troubleshooting and the timelines for the resolution of the problems are mentioned in this Agreement.



For AD COMPANY  
  
oprieto



**2. PERIOD - TENURE AND TERMINATION**

Unless terminated by either Party in accordance with the provisions of this Agreement, the Agreement shall be valid for a period of 12 (Term in words) months effective from 1<sup>st</sup> July, 2023 and expiring on 30<sup>th</sup> June, 2024 unless terminated earlier. The Company shall be entitled to terminate this Agreement without assigning any reasons by giving the Service Provider a written notice of 30 (thirty) days prior to the date on which it intends to terminate the Agreement.

**3. RENEWAL**

Unless terminated earlier, renewal instructions (if any) must be indicated at least 30 (thirty) days prior to the expiry of the existing agreement. Renewal of the Agreement will be done only on mutual acceptable terms in writing within one month of the date of expiry of the existing agreement.

**4. CHARGES**

- 4.1 In consideration of the services to be provided by the Service Provider pursuant to this Agreement, the Company shall pay to the Service Provider charges as mentioned in the Annexure –I after deduction of tax at source under Income Tax Laws as may be in force from time to time or any other tax as applicable from time to time, to this Agreement.
- 4.2 The Service Provider shall raise an invoice on 1<sup>st</sup> of every subsequent month and the Company shall make the payment within 15 days of the valid invoice raised by the Service Provider only if the Company is satisfied with the performance and deliverables of the Service Provider as stated under the Agreement . The Service Provider agrees that the Company shall unconditionally reserve all right to hold and not make any payment if there is any breach in the terms of Agreement including any non-deliverable or unsatisfactory performance or not meeting the deliverable within the timeline as required by the Company.
- 4.3. In case of discrepancy in input credit at GST portal, Company shall solely reserve the right to recover the amount of GST from the Service Provider. Each invoice shall be in a format acceptable to the Company, shall quote the relevant order number and shall be sent to the Company's designated address for processing, together with any supporting documentation.
- 4.4 The Service Provider unconditionally and irrevocably agrees, as a continuing obligation on an after-tax basis, to defend indemnify the Company in full against, and to pay on demand an amount equal to, any and all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses (together with any applicable GST ) suffered or incurred by, or awarded against, the Company arising out of or in connection with:





- (a) Any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with the services under this Agreement;
- (b) Any claim made against the Company by a third party arising out of, or in connection with, the Services to be rendered by the Service Provider to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement;
- (c) Any claim made against the Company by a third party for death, personal injury or damage to property arising out of, or in connection with the Services to the extent that the defect in the services is attributable to the acts or omissions of the Service Provider or its Personnel;
- (d) Any claim made against the Company by a third party (including, for the avoidance of doubt, arising out of, or in connection with, any change to the rate of GST (including any composite rate of GST) applied to the Services; and
- (e) Any failure or delay by the Service Provider in performing its obligations under the Agreement.

## 5. SERVICE PROVIDER'S COVENANTS

5.1 Service Provider shall be responsible for the following:

5.1.1 Service Provider shall comply with all the applicable laws and regulations as required for the purpose of providing Services under the Agreement.

5.1.2 Service Provider shall obtain all necessary, permissions, consents, licenses, and approvals required to perform its obligations under this Agreement.

5.1.3 Service Provider agrees that in order to perform the obligations under the Agreement by Service Provider, Company will give the credentials to the Service Provider of its social media , which the Service Provider shall use only for the limited purpose of posting the approved photos, post and the content as approved by the Company and not for any other purpose whatsoever. In case it is found that the Service Provider is using the social media account of the Company which leads to incorrect information to the end user about the Company and/ or its brand, its reputation, Service Provider shall be liable to pay liquidated damages as decided by the Company.

5.1.4 Service Provider shall only upload those post / photos/ contents on the social media account of the Company, which are approved by the Company in writing.

5.1.5 Service Provider and its Staff shall not at any time use the name and/or the trademark/logo of the Company without receiving prior written approval from the Company.

5.1.6 Service Provider shall render the Services and obligations under this Agreement with utmost care and diligence and shall ensure to be of the highest quality and standards.



- 5.1.7 Service Provider shall at all times maintain and respect the confidentiality of all/any matters relating to the Services under this Agreement;
- 5.1.8 Service Provider shall produce and deliver to TFS, on a monthly basis, the reports on the status and progress of the deliverables, in the format as required by the Company from time to time.
- 5.1.9 Service Provider shall notify the Company immediately in the event that it becomes aware of any security incident affecting its network and information systems that has the potential to affect Company. Service Provider shall respond without undue delay to any and all queries or requests from Company with respect to any such incident, irrespective of whether that incident has been discovered by the Company or Service Provider.
- 5.1.8 All documents and other information, papers and any other data relating to the business activities of the Company ("the Documents") handed over to Service Provider by the Company under this Agreement or which come into the hands of Service Provider and /or its Staff's custody, power or possession pursuant to or in connection with this Agreement will remain the sole and absolute property of the Company, and Service Provider shall not have and also shall not claim any charge or, lien Right of retention, sale or set-off or other right title or interest therein or hereon for any reason whatsoever. Service Provider and /or its Staff shall not at any time use or attempt to use the Company's logo, letterheads for any purpose including the performance of this Agreement.
- 5.1.9 The work of the Staff shall be supervised directly and controlled by Service Provider itself and it is the responsibility of Service Provider to provide Services as per the scope of work contained in Annexure I. for the locations. All material and equipments required by Service Provider for due performance of the obligations hereunder shall be procured by Service Provider.
- 5.1.10 **Review Procedure:** The Company shall have the right to procedurally review every month the Services provided by the Service Provider. Any changes or amendment to the coverage of the Services, service levels or service procedures shall be in writing and mutually agreed between the parties and signed by the authorised signatories from both the parties. The Service Provider is required to keep all details and issues in place during review meetings for detailed discussion and necessary actions.
- 5.2 **Troubleshooting & Resolution Times:** Service Provider assures that it shall provide its immediate support and assistance in the event of any disruption in the Services being provided.

6. **PARTIES REPRESENTATIONS AND WARRANTIES**

6.1 **SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES**

Service Provider hereby represents, warrants and confirms to the Company that:

- 6.1.1 It has full capacity, power and authority to enter into this Agreement and to carry out and perform all its duties and obligations as contemplated herein.



**For AD COMPANY**  
  
**Proprietor**

- 6.1.2 It has necessary skills, knowledge, experience, expertise, equipment's, required capital, and net worth, to perform its obligations in accordance with the terms of this Agreement.
- 6.1.3 The execution of this Agreement and the provision of the Services hereunder by Service provider to the Company, does not and will not violate, breach any covenants, stipulations or conditions of any Agreement or deed entered in to by Service Provider with any third party/ies.
- 6.1.6 Service Provider shall provide all good high quality standard necessary tools, systems, products, applicators, devices, equipments and supplies for the performance of its Services under this Agreement.
- 6.1.7 All Services performed under this Agreement shall be subject to the inspection by the Company and the Company who may withhold payment when in its opinion the Service Provider has not been performed in accordance with the requirements of this Agreement.
- 6.1.8 Service Provider shall provide the Company with a work schedule which shall clearly specify the frequency of the treatments to be carried out by Service Provider under this Agreement. The Company shall have power as it thinks fit to vary the frequency specified in the work schedule and no variation shall vitiate this Agreement.
- 6.1.9 Service provider shall be solely liable for and shall indemnify the Company against any loss, claim or proceeding whatsoever, arising out of any statutory regulations, legislation or at common law in respect of injury to or death of any person or animal resulting from application services by Service Provider, its agents, employees, servants or workers whether or not due to gross negligence.
- 6.1.10 Service Provider shall not assign, license, transfer, encumber or otherwise dispose of any rights of copyright or any other rights in or to the work produced in the course of the Services under the Agreement and Service Provider shall not during the term of Agreement enter into any agreement or arrangement which might conflict with the Company's rights under this Agreement or might interfere with Service Provider's performance of its obligations under this Agreement.

6.2 **COMPANY'S REPRESENTATIONS AND WARRANTIES:**

The Company hereby represents warrants and confirms to Service Provider that:

- 6.2.1 It is an entity duly organized, existing and in good standing under the laws of its jurisdiction;
- 6.2.2 It has all the requisite power and authority to own and operate properties and to carry on its business as now conducted;
- 6.2.3 It has full power and authority to enter into this Agreement and to perform its obligations under and consummate the transactions contemplated by this Agreement;

7. **SERVICE PROVIDER'S LIABILITY AND INDEMNITY**

Service Provider agrees and undertakes to indemnify and hold harmless the Company, or its respective directors, officers, employees and agents, from and against any actions, claims, demands, proceedings, fines, penalties, liabilities (whether criminal or civil), loss, cost, damages or expenses (including attorney and legal expenses) sustained either by Company, or any third party as a result of any breach by the Service Provider, its employees, officers, advisors, consultants, of any law, representation, obligations, warranties or covenants contained in this agreement or as a result of default or negligence or deficiency or misconduct in performance of its obligation under





this agreement or deliverable of any work or activity which is not approved by Company in writing. Service Provider shall also indemnify TFS for any loss suffered by TFS due to delay in meeting the timelines as stated under the Agreement or for any deliverable, which does not meet the expectation of TFS.

**8. NOTICE**

Any notice to be given under this Agreement shall be in writing and shall be signed by the Party issuing the same and shall be addressed to the Company or Service Provider (as the case may be) at their respective addresses mentioned herein below or to such other address as the concerned party may inform the other Party in accordance with the provisions of this clause. Any notice issued by either of the Parties to the other and which has been served by the way of national reputed Courier/ registered post.

For Service provider:  
Contact person: Rishi Udupurkar  
Email-address: rishi@adko.in

For Company: Travel Food Services Private Limited  
Contact Person: Gaurav Dewan  
Block-A South Wing 1st Floor Shiv Sagar Estate Dr. Annie Besant Road, Worli, Mumbai 400018

**9. TERMINATION**

Company may terminate this Agreement at any time by giving 7 (Seven) days advance notice to the Service Provider in the event that the TFS finds the Service Provider work dissatisfactory (whether with regard to scope, quality, adherence to time-schedule, adherence to the terms, conditions, and stipulations of the contract/agreement or otherwise).

In the event of such termination, Company shall not be liable to pay any amount to the Service Provider over and above the amounts already approved, paid towards works already executed up to the date of termination based on monthly invoices raised and no claim for any money or any other amounts shall lie against the Company. The Company shall in the event of terminating this Agreement be fully entitled to receive the unrecovered advance / adjust unperformed work paid to the Company. In case Service Provider Company is wound up or shut down, Service Provider will hand over the program / application details to the Company Pvt Ltd with relevant technical documents / specifications free of cost.

**10. POST TERMINATION RESPONSIBILITY OF SERVICE PROVIDER**

On termination of this Agreement, Service Provider shall deliver to the Company all documents and any/all data, held by it.



For AD COMPANY  
  
Proprietor

11. **ASSIGNMENT AND SUB-CONTRACTING**

Service Provider shall perform its obligations under this Agreement and shall be not be permitted to assign and sub contract any of its rights and obligations provided hereunder.

12. **FORCE MAJEURE**

Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (a Force Majeure Event).

13. **MISCELLANEOUS**

a) **Amendments:** Any provision of this Agreement may be amended if and only if such amendment is in writing and is signed by both Parties.

b) **Waiver:** Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

(a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Agreement;

(b) Shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and

(c) Shall not affect the validity or enforceability of the Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of the Agreement.

c) **Entire Agreement:** This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior written and oral agreements, understandings and negotiations between the Parties with respect to the subject matter of the Agreement. No representation, inducement, promises, understanding, condition, warranty not set forth herein has been made or relied upon by the Parties. Neither this Agreement nor any provision hereof is intended to confer upon any person other than the Parties to the Agreement any rights or remedies hereunder.

d) **Severability:** If any provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of the Agreement which shall remain in full force and effect. If any provision of the Agreement is so found to be invalid, illegal or unenforceable, but would be valid, legal or



enforceable if some part of the provision were deleted, the parties shall agree in good faith amendments to the provision in question to the extent necessary to make it valid, legal and enforceable and to secure for the parties rights and benefits which are as similar as possible to those provided for in the Agreement.

e) **Relationship:** The Parties are independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture or similar relationship. Neither Party is authorized to bind the other Party to any obligations with third Parties.

f) **Counterparts:** This Agreement may be executed in one or more original counterparts, all of which together shall constitute one Agreement.

g) **Non-Exclusive Right:** Service Provider's right to provide the services under this Agreement is not exclusive and shall not prevent the Company from granting a similar right to other Parties.

h) **Confidentiality and Secrecy:** The Service Provider acknowledges and agrees that all tangibles and intangibles information obtained, developed or disclosed including business information, the terms and conditions of this Agreement and process of Company relating to its business practices in connection with the performance of services under this Agreement shall be considered to be confidential and proprietary information ("confidential information"). The Service Provider agrees and undertakes that the confidential information shall not be used or permitted to be used in any manner except for the purpose performance of this Agreement and the Service Provider shall not disclose or part with the confidential information to unauthorized persons. The Service Provider shall ensure that their employees / delegates are bound by similar obligation to maintain secrecy in respect of confidential information. The Service Provider acknowledges that in the event of any breach of this clause by the Service Provider shall be liable to pay damages as may be quantified by Company. This clause will be operative until such time as the confidential information becomes publicly known.

**i) Intellectual Property Rights:**

- The Agreement does not grant any right of any nature over the trademarks/ copyrights or any other intellectual property right of TFS , whether registered or not in favour of Service Provider and does not grant any license to Service Provider to claim usage.
- The intellectual property rights of whatsoever nature, created by the Service Provider or its outsourced service provider including but not limited to Video , Photos (PDF, PPS, MP4) and open file (CDR, AI, PSD) formats or material of similar nature shall rest with TFS.
- Service Provider shall take complete responsibility of conveying full ownership of each and every material created under such Agreement and related intellectual property rights to TFS. The Parties agree that all work created to fulfill all the branding endeavor of TFS is created for TFS, with no claims whatsoever regarding the said works for the present or future.
- Service Provider shall also ensure exclusivity to such work without replicating any part of the work for any other client or competitor of TFS



**For AD KOMPANY**  
  
**Proprietor**



- Service Provider agrees to indemnify and hold TFS fully indemnified and harmless from all damages, losses, liabilities, claims, costs, and expenses including attorneys' fees arising due to non-adherence or breach of the said clause. The provision of this Clause shall survive completion or termination of the Agreement
- j) **Compliance:** Service Provider agrees shall comply with the Code of Conduct of the Company as referred under [ssp-supplier-code-of-conduct-2023\\_final.pdf](http://ssp-supplier-code-of-conduct-2023_final.pdf) ([foodtravelexperts.com](http://foodtravelexperts.com))

**14. GOVERNING LAWS AND JURISDICTION**

This Agreement is governed by and will be construed in accordance with the laws of India. The Courts at Mumbai alone shall have the exclusive jurisdiction to try all suits or proceedings, matters or things in connection with this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the date hereinafter mentioned.

FOR AND ON BEHALF OF AD KO COMPANY		FOR AND ON BEHALF OF TRAVEL FOOD SERVICES PRIVATE LIMITED	
Authorized Signatory (NAME & SEAL)	<p><b>For AD KOMPANY</b></p>  <p><b>Proprietor</b></p> <p>Rishi Udupurkar</p>	Authorized Signatory (NAME & SEAL)	 <p>Gaurav Dewan</p> 
Designation	<b>Proprietor</b>	Designation	Chief Operating Officer
<b>Witnesses:</b> 1. Witness name		<b>Witnesses:</b> 1.	

Place: Mumbai

Dated:

**ANNEXURE I**  
**SCOPE OF SERVICES**

**1. Description of the Services:**

- a. The Services shall mean and include the services for the promotion of TFS Licensed brands
  - Social Media Management including editing, uploading, and managing content
  - 6 Days Videography and Photography per month
  - Campaign planning and execution
  - Performance Marketing and ORM
- b. If any other Services not specifically agreed in this Agreement for the provisions of the Services, they shall be deemed to be implied by and within the scope of the Services to the same extent and manner as provided herein.
- c. Time is of the essence for providing of Services hereunder and any delay in providing the same shall constitute the material breach hereunder and shall attract necessary provision

Sr. No	Brand	Deliverables	KPI	Cost Per Month
1	Caféccino	- 10 Reels - 5 Stylised Shots - 3 Graphic Posts	- 40,000 unique accounts reached every month - 500 Followers per Month - Average 4,500 Views per Reel	₹ 60,000
2	Nourish	- 10 Reels - 5 Stylised Shots - 3 Graphic Posts	- 35,000 unique accounts reached every month - 400 Followers per Month - Average 3,500 Views per Reel	₹ 60,000
3	Dilli Streat	- 10 Reels - 5 Stylised Shots - 3 Graphic Posts	- 35,000 unique accounts reached every month - 500 Followers per Month - Average 4,000 Views per Reel	₹ 60,000
4	Idli.com	- 10 Reels - 5 Stylised Shots - 3 Graphic Posts	- 40,000 unique accounts reached every month - 450 Followers per Month - Average 4,500 Views per Reel	₹ 60,000
5	Samba Square	- 10 Reels - 5 Stylised Shots - 3 Graphic Posts	- 45,000 unique accounts reached every month - 550 Followers per Month - Average 5,000 Views per Reel	₹ 60,000
6	GrubHub	- 10 Reels - 5 Stylised Shots - 3 Graphic Posts	- 45,000 unique accounts reached every month - 500 Followers per Month - Average 4,000 Views per Reel	₹ 60,000
7	House of TFS	- 5 Reels - 5 Stylised Shots - 3 Graphic Posts	- 40,000 unique accounts reached every month - 400 Followers per Month - Average 3,500 Views per Reel	₹ 35,000
8	Eat Better Travel Better	- 8 Reels - 4 Magazine Graphics - 2 Travel Shots - 2 Food Shots	- 50,000 unique accounts reached every month - 700 Followers per Month - Average 5,000 Views per Reel	₹ 90,000
<b>TOTAL</b>				<b>₹ 4,85,000</b>



## Terms

1. Pro-Forma Invoice will be provided by Ad Ko at the 1st of every month, for the previous month
2. Payment will be cleared within 15 days of date of Pro-Forma Invoice
3. 90% to 110% KPI achieved – 100% Payment
4. 75% - 90% KPI achieved – 80% Payment
5. Less than 75% KPI – Performance to be reviewed before payment
6. Above 110% KPI achieved – Performance to be reviewed before payment
7. Travel, stay, and additional concession will be charged separately
8. Monthly performance will be reviewed within first 7 working days of the month
9. Annual performance review will be held in the first week of February



**For AD KOMPANY**  
  
Proprietor  




पुस्तक संख्या १२३४

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