

SERVICES AGREEMENT

This Services Agreement is made on the ____ day of _____, 2022

BETWEEN

TAG India Pvt. Ltd., a private limited company registered under Indian Company's Act 1956, having its corporate office at Global Infocity Park, Module 3A, 2nd Floor, Block A, No. 40, MGR Salai, Kandanchavadi, Perungudi, Chennai 600096, Tamil Nadu, India (hereinafter referred to as ("**Tag**") and its successors and assigns)

AND

....., having its Registered office at
_____ (hereinafter referred to as "**Client**" and its successors and assigns)

(Tag and the Client are hereinafter individually referred to as Party collectively referred to as the "**Parties**")

WHEREAS

Tag offers creative production and ancillary services, to its customers globally. The Client has approached Tag for the availing the Good or Services on the terms and conditions as hereinafter set out.

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1 This Agreement shall be effective from _____ ("Effective Date") and will continue to be in force unless terminated in accordance with Clause 13 below. On expiry, this Agreement may be renewed on same terms and conditions, with mutually agreed revision in Fees.
- 2 The nature and scope of services to be provided by Tag shall be as specifically set out in this **Annexure – A** of this Agreement ("**the Services**")
- 3 The fees charged for the Services shall be the fees set out in **Annexure B** (the "**Fees**") and the Client agrees to pay Tag the Fees along with applicable taxes (e.g. GST) on such Fees, within 30 days of the invoice date. Time shall be of the essence in respect of all payments under this Agreement and Tag reserves the right to charge interest at the rate 18% per annum and/or suspend or terminate

Services/Agreement, if there is any unreasonable delay in payment. The Tag reserves the right to revise the Fees, on a need basis, in consultation with the Client, in line with changing market conditions and servicing cost and expenses.

- 4 The Client and Tag will keep any confidential information received from the other party secret and will not disclose to any third party (without prior written consent of the disclosing party) any such confidential information. For the purposes of these Terms and Conditions, "confidential information" shall include all proposals, pricing and other commercial information, all methodologies, processes, know-how and other strategic information, all internal structural, business, financial and Client information, and all other information that the recipient knows or ought to know is confidential to the other party but will not include information in the public domain (other than by breach of these Terms and Conditions) or information received from a third party (without obligation of confidence).
- 5 The Client hereby indemnifies and holds Tag harmless from and against all losses, costs, awards, liabilities and expenses which Tag may incur or suffer in the proper course of providing the Services (or any other services outside of the scope of the Services) arising from any libellous actions, any infringement of any intellectual property owned by any third party (including copyright) and/or any breach or non-compliance with any legal, statutory or regulatory requirements arising from Tag's use of information, materials, data, recordings or other intellectual property provided by or on behalf of the Client ("Original Materials").
- 6 All Intellectual Property created or developed by Tag at the Client's specific written request and cost (whether independently or jointly with the Client) in the course of the supply of the Services and which is created or developed exclusively for the Client in connection with the Services shall vest in the Client upon payment thereof with effect from delivery thereof. Subject to such payment, Tag hereby assigns to the Client, by way of present assignment of future rights, all of the foregoing intellectual property with effect from the date of its delivery. The Client hereby grants Tag a royalty-free licence to use during the term of such of its intellectual property as is reasonably necessary for the purposes of this Agreement and the performance of the Services. Nothing in these Terms and Conditions or the provision of the Services shall operate to transfer any intellectual property to or from either party. Nothing in these Terms and Conditions shall affect the ownership of Intellectual Property rights of Tag (a) existing prior to this Agreement, (b) generated outside the scope of the Services and/or (c) are proprietary to Tag having been generated developed and created by Tag for the benefit of Tag and not the exclusive benefit of the Client, which shall belong at all times to Tag.
- 7 In the event that Tag supplies Services which are not to a material extent supplied in compliance with these Terms and Conditions and this Agreement and such non-compliance is caused by the acts and omissions of Tag, Tag shall supply replacement services therefor as soon as reasonably practicable of being notified of any such non-compliance at no additional cost to the Client and except as set out in this paragraph 7, 8, 9 and 10 Tag shall have no further liability in respect of any such non-compliance (whether in contract (including an indemnity) or in tort (including negligence) or otherwise).
- 8 Save to the extent any liability cannot be excluded or limited by law (i) the maximum aggregate annual liability of Tag and any member of its group, its employees, agents and sub-contractors, whether in contract (including under an indemnity or warranty), tort (including negligence), misrepresentation (other than fraudulent misrepresentation), equity, breach of statutory duty, strict liability or otherwise at law, and all losses arising under these Terms and Conditions and this Agreement shall be limited to a sum equal to the amount of Fees paid to Tag by the Client under this Agreement (net of any taxes) in that particular year in which the claim arises less Tag's direct costs incurred in generating the same, and (ii) Tag shall not be liable for, or in respect of, any loss of profits, business or goodwill or for any consequential loss or damage, or any type of special or indirect loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable.
- 9 Without prejudice to paragraph 8, in respect of any courier or mail services provided by Tag (or its sub-contractors) under this Agreement, the maximum aggregate liability of Tag and any member of its group, its employees, agents and sub-contractors, whether in contract (including under an indemnity or warranty), tort (including negligence), misrepresentation (other than fraudulent misrepresentation), equity, breach of statutory duty, strict liability or otherwise at law, and all losses arising under this Agreement in respect of such courier or mail services shall be limited to the amount recovered by Tag from the relevant party providing such courier or mail services (as the case may be) in respect of such liability.
- 10 Without prejudice to paragraph u, Tag shall have no liability for materials and items of whatever nature specified in this Agreement or any purchase order issued, as the end result of Tag's performance of the Services ("**Materials**") that fail to comply with all local laws (whether consumer, public or civil) regulations

or codes in all countries in which use is intended or made of the Materials or that they fail to carry all disclaimers, warnings and public information which a reasonably competent lawyer in any relevant jurisdiction would advise.

- 11 Without prejudice to paragraph 8, Tag shall have no liability for any claim Client alleging that the Materials infringes the intellectual property rights of a third party resulting from or relating to any Original Materials provided by the Client, or which have been developed by Tag pursuant to the Client's order or instructions.
- 12 Each party shall comply with the provisions of the Information Technology Act, 2000 and Information Technology (reasonable security and procedures and sensitive personal information) Rules, 2011 (as amended or re-enacted from time to time) to the extent it is directly applicable in the receipt or delivery of Services under this Agreement or any applicable data protection laws. If the Client provides any personal data or commercially sensitive information to Tag, it will only do so in a way that complies with the Information Technology Act, 2000 and Information Technology (reasonable security and procedures and sensitive personal information) Rules, 2011 and any other applicable legislation (e.g. GDPR) relating to the handling of such personal data and in an appropriately secure format. The Client acknowledges that Tag shall not be liable for any costs, damages or liabilities that may arise from any loss, destruction, damage or alteration of such data where the Client has failed to implement appropriate technical and organisational measures to protect the data prior to its transfer to Tag.
- 13 Both parties shall have the right to terminate this Agreement in case of material breach of any terms of this Agreement by the other Party which has not been rectified post receipt of a 30 days rectification notice for rectifying the breach. Both Parties shall have the right and option to terminate this agreement for convenience by serving 90 days advance notice to the other Party. In case of a termination, Client shall pay Tag all payments for Services already availed or any cost incurred for the provision of Services within 15 days of termination. Similarly Tag should also, return any advance received from the Client for any Services which was not provided after deducting any cost incurred in that regard.
- 14 Neither party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any circumstances beyond the reasonable control of that party (including, without limitation, any of the following: act of god, governmental act, war, fire, flood, explosion, civil commotion, strike, lockout or other industrial action).
- 15 No amendments to this Agreement shall be valid unless they have previously been agreed in writing and signed by each of the parties. This Agreement apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 16 This Agreement shall be governed by and construed in accordance with the laws of India and each party hereby submits to the exclusive jurisdiction of the Indian courts.

For TAG India Pvt. Ltd., (Tag) Authorised Signatory Name: Designation:	For..... (Client) Authorised Signatory Name: Designation:
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Annexure – A
Description and Scope of Services

Annexure – B
Fees