

## Business Partnership Agreement

This Agreement is made on date \_\_\_\_ of \_\_\_\_\_, year 20\_\_\_\_

Between

**IMarks Digital Solutions India Pvt. Ltd.**, a Digital Marketing company having its registered office at Sri Sri House, 4<sup>th</sup> Floor, H. No. 16-2-753/A/2, Lane beside Konark Diagnostic Center, Revenue Board Colony, Dilsukhnagar, Hyderabad – 500060 (hereinafter referred to as **"Business Partner 1"** which expression shall unless repugnant to the context thereof, include its representatives, affiliates successors and permitted assigns) of the FIRST PART.

AND

\_\_\_\_\_ company incorporated under the provisions of Companies Act, 1956/ partnership firm registered under provisions of Indian Partnership Act/ a proprietorship firm/ an individual having its office at \_\_\_\_\_

\_\_\_\_\_(Hereinafter referred to as **"Business Partner 2"** which expression shall unless repugnant to the context thereof, including its representatives, permitted assigns and successors) of the SECOND PART.

**As per the following terms and conditions:**

1. **Business Partner 1** and **Business Partner 2** are entering a Business Partnership Agreement with each other mutually supporting for an end-to-end Digital Marketing Solutions and Mobile Solutions

## 2. Engagement Model

**Business Partner 2** will take care of all the responsibilities of Sales and Marketing for Digital Marketing and Media Solutions. In turn, **Business Partner 1** will take care of delivery of Product Development/ Digital Marketing.

Similarly, **Business Partner 1** will take care of Sales and Marketing of services/ solutions offered by **Business Partner 2** and will support in closing the lead and will take care of delivery of the related services/ solutions

## 3. Communication Mechanism

For Digital Marketing, whenever there is a lead from prospective customers in response to **Business Partner 2** efforts, **Business Partner 2** will be informed well in advance and will be involved in all levels of communication between prospective customer and **Business Partner 1**.

For services/ solutions offered by **Business Partner 2**, the above mechanism will be followed by **Business Partner 2** and keep **Business Partner 1** well informed during all the levels of communication between prospective customer and **Business Partner 2**

4. **Business Partner 2** will use **Business Partner 1**'s logo in all its websites and vice versa
5. **Business Partner 2** will provide all kinds of information to **Business Partner 1** for above key areas of co-operation as mentioned in point 1 and vice versa.
6. **Business Partner 2** will hold liability and responsibility and stand guarantee for the charges for the Solutions provided by the **Business Partner 1** for key areas of co-operation as mentioned in point 1 and vice versa. **Business Partner 1** will hold liability and responsibility and stand guarantee for quality of services provided and meeting of expectations set at the time of work order and vice versa.
7. **Business Partner 2** will deal with **Business Partner 1** for any clarifications and discrepancies in the Digital Marketing and Media Solutions provided by **Business Partner 1**. Similarly **Business Partner 1** will deal with **Business Partner 2** for any clarifications and discrepancies in the services/ solutions provided by **Business Partner 2**
8. **Business Partner 1** shall nominate one key associate as a single point of contact for all communications relating to the services being provided by the **Business Partner 1**. If any amendments in the nomination, the **Business Partner 1** shall inform the **Business Partner 2** of such change within 2 working days from the date of such change and vice versa.
9. **Business Partner 1** will not make any direct contact with the Client of **Business Partner 2** unless requested so by the **Business Partner 2** in writing. **Business Partner 1** will not add any Logo of the Client of **Business Partner 2** unless requested so by the **Business Partner 2** in writing and vice versa
10. **Business Partner 1** will take approval from **Business Partner 2** before adding the IMarks credit line on the website/ web portal, if such services were taken and vice versa
11. This agreement is valid for a period of 2 years from the date of agreement and is mutually non exclusive. Further amendments can be made with mutual consent

12. Unless otherwise mentioned, **Business Partner 1** will allow a margin of 25% on all business generated by **Business Partner 2** and vice versa and the same will be settled as per payments received. In case, **Business Partner 2** outsources any work in the above mentioned areas and deals directly with its clients, **Business Partner 2** will adhere to the negotiated pricing and price terms of the **Business Partner 2** and vice versa. Here, payments must be received to the company's corporate bank accounts

We are agreeing to the above terms and conditions

**For Business Partner 2**

**For Business Partner 1**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Name:**

**Name:**

**Designation:**

**Designation:**

**Date:**

**Date:**

**ANNEXURE**

<b>PLANNING SERVICES</b> <ul style="list-style-type: none"><li>▪ DIGITAL MARKETING BUSINESS PLAN</li><li>▪ SEARCH ENGINE MARKETING PLAN</li><li>▪ SOCIAL MEDIA MARKETING PLAN</li><li>▪ WEBSITE USABILITY REVIEW &amp; ANALYSIS</li></ul>	<b>CONVERSION ENHANCEMENTS</b> <ul style="list-style-type: none"><li>▪ WEBSITE ANALYTICS</li><li>▪ LANDING PAGE OPTIMIZATION</li><li>▪ CONVERSION OPTIMIZATION</li></ul>
<b>SEARCH MARKETING</b> <ul style="list-style-type: none"><li>▪ SEARCH ENGINE OPTIMIZATION</li><li>▪ VIDEO SEARCH MARKETING</li><li>▪ PPC SEARCH MANAGEMENT</li><li>▪ YOUTUBE SEARCH MANAGEMENT</li><li>▪ LOCAL SEARCH MARKETING</li><li>▪ LINK BUILDING CAMPAIGN MANAGEMENT</li><li>▪ SEM CAMPAIGN MANAGEMENT</li></ul>	<b>DIGITAL MEDIA PLACEMENT</b> <ul style="list-style-type: none"><li>▪ ONLINE MEDIA PLANNING AND BUYING</li><li>▪ SOCIAL NETWORK ADVERTISING</li><li>▪ DISPLAY NETWORK CAMPAIGN MANAGEMENT</li><li>▪ AFFILIATE MARKETING</li><li>▪ PUBLISHER AD MANAGEMENT SERVICE</li><li>▪ VIRAL MARKETING</li><li>▪ EMAIL MARKETING</li></ul>
<b>MOBILE MARKETING &amp; TECHNOLOGIES</b> <ul style="list-style-type: none"><li>▪ SMS/ MMS MARKETING</li><li>▪ MOBILE PPC SEARCH MANAGEMENT</li><li>▪ MOBILE MEDIA PLANNING AND BUYING</li><li>▪ MOBILE WEBSITE DEVELOPMENT</li><li>▪ MOBILE APPLICATION DEVELOPMENT</li><li>▪ IPHONE APPS DEVELOPMENT</li><li>▪ ANDROID APPS DEVELOPMENT</li><li>▪ SOCIAL GAME DEVELOPMENT</li></ul>	<b>SOCIAL MEDIA</b> <ul style="list-style-type: none"><li>▪ SOCIAL MEDIA MARKETING</li><li>▪ SOCIAL MEDIA OPTIMIZATION</li><li>▪ SOCIAL MEDIA MONITORING</li><li>▪ FACEBOOK MARKETING SERVICE</li><li>▪ WORD OF MOUTH MARKETING</li><li>▪ BUSINESS BLOG MARKETING</li><li>▪ ONLINE REPUTATION MANAGEMENT</li><li>▪ AUDIO PODCAST SERVICES</li><li>▪ VIDEO PODCAST SERVICES</li><li>▪ ONLINE PR</li></ul>
<b>DIGITAL CORPORATE COMMUNICATION</b> <ul style="list-style-type: none"><li>▪ CORPORATE BRANDING SOLUTIONS</li><li>▪ CREATIVE DEVELOPMENT</li><li>▪ DIGITAL ASSETS DEVELOPMENT</li><li>▪ CORPORATE IDENTITY</li><li>▪ FLASH DEVELOPMENT</li><li>▪ CORPORATE DIGITALS</li><li>▪ PRINT AND PROMOTION</li><li>▪ E-MAGAZINES</li><li>▪ GRAPHICAL USER INTERFACE</li></ul>	<b>WEB DEVELOPMENT</b> <ul style="list-style-type: none"><li>▪ CREATIVE STRATEGIC DESIGN</li><li>▪ PROMOTIONAL WEBSITE</li><li>▪ ECOMMERCE WEBSITE</li><li>▪ FLASH WEBSITE</li><li>▪ WEBSITE HOSTING &amp; MAINTENANCE</li><li>▪ WEB APPLICATION DEVELOPMENT</li><li>▪ APPLICATION INTEGRATION</li><li>▪ CORPORATE INTRANET</li><li>▪ CORPORATE EXTRANET</li><li>▪ WEB PORTAL DEVELOPMENT</li><li>▪ SOCIAL NETWORK APPLICATION DEVELOPMENT</li><li>▪ WEB CONTENT DEVELOPMENT</li></ul>