SURGE LION MEDIA



This Marketing Contract Agency Agreement ("Agreement") is made and entered into by and between:

THE CASE FACTORY INDIA - Brand Name "Basick" and SURGE LION MEDIA PRIVATE LIMITED - Also referred to as "SLM" or "Surge Lion Media"

On the date of 1st May 2024, this Agreement was accepted by both parties on the following points:

Services:

THE CASE FACTORY INDIA has agreed to contract out the work of running **Google Ads & Meta Ads** to Surge Lion Media for the THE CASE FACTORY INDIA account. The service rendered by SLM is limited to **Paid Media** and tasks associated with one online channel and nothing more. The service agreement is strictly between Surge Lion Media and THE CASE FACTORY INDIA.

Surge Lion Media services include but are not limited to:

- 1. Running profitable ads with **Meta & Google** for THE CASE FACTORY INDIA Ad account(s).
- 2. Creative direction & editing on the ad creatives, including images, copy, videos, or any form of media content.
- 3. Ad creation, keyword research, creative direction and coordination, targeting, experimentation, optimization, and scope of work that enables the campaign to perform at the level agreed by both parties per week.
- 4. WhatsApp marketing and retention strategies.
- 5. Website: CRO, UI/UX changes as necessary.
- 6. Weekly performance snapshot & monthly breakdown on the performance and strategy that will be actioned out in the coming weeks.

7. SLM agrees to provide ad consultation & execution without time limitations on Basick's **Meta & Google ad accounts**.

Compensation:

As part of the agreement, THE CASE FACTORY INDIA agrees to pay **Surge Lion Media** based on the model below for the service outlined above:

- First 2 Months: INR 50,000 + GST per month
- The billing date will be 30th of every month, and the retainer is to be paid upfront.

Term:

This contract will begin on 1st May 2024, and will renew each month based on communication with THE CASE FACTORY INDIA.

Termination:

Either party may terminate this Agreement with **30 days written notice** to the other party.

Reporting:

THE CASE FACTORY INDIA will receive **regular reports** from Surge Lion Media regarding the **Meta & Google Ads campaign**, including all relevant metrics for making key business decisions

Ownership of the Account:

THE CASE FACTORY INDIA retains ownership of the THE CASE FACTORY INDIA account and shall provide SLM with access to the **Meta & Google ad accounts** as needed to perform its advertising obligations under this Agreement. Any further access required has to be intimated in advance to THE CASE FACTORY INDIA, and it would be at the discretion of THE CASE FACTORY INDIA to allow or deny.

Confidentiality:

Per this Agreement, Surge Lion Media will maintain the **confidentiality** of any information received from THE CASE FACTORY INDIA or via THE CASE FACTORY INDIA's accounts. It is not permitted for **Surge Lion Media** to download or use any form of media outside the scope of this Agreement. **All credentials and sensitive information** provided to Surge Lion Media shall be kept confidential during the term of this contract and post-termination as well.

Governing Law:

This Agreement shall be governed by and construed per the laws of Ahmedabad, Gujarat, India.

Entire Agreement:

This Agreement constitutes the **entire agreement** between the parties and supersedes all prior agreements and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Company Details:

- **GST:** 27AFGPG7309R1ZW
- Business Name: THE CASE FACTORY INDIA
- Address: Ground Floor, Shop No. / U NO. 198/199, Section 7-A, Mahesh Society Road, Barak No. 125/A, Ulhasnagar-1, Ulhasnagar, Thane, Maharashtra, 421001

Signed and Agreed by:

Surge Lion Media Private Limited

Ritwik Ahlawat CEO, SLM

THE CASE FACTORY INDIA