Qualified Appointment Booking Services Agreement

Prepared for:
S Sivaramakrishnan
AVIS Enertech (P) Ltd

This Qualified Appointment Booking Agreement is entered into and made effective as of by and between

COMPANY:

Energy Dais

307 Tower B4, Spaze ITech Park, Sohna - Gurgaon Rd, Gurugram, Haryana 122002

AND

CLIENT:

AVIS Enertech (P) Ltd

GF#3, Block-A, Vasanth Apartments, 58A, Velachery Main Road, Chennai, 600042

WHEREAS:

1. AVIS Enertech (P) Ltd has a need for Qualified Appointment Booking Services: and
2. Company has an interest in performing such services: and
3. The parties wish to set forth the terms and conditions upon which such services will be provided to the Client.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises herein contained, the parties hereby agree as follows:

Description of Services

The Company will provide to the Client on or before 15/12/2020 Qualified Appointment Booking Services.

Deliverables:

1. Verified Lead List : You would be getting the list of the contacts each month (number to be specified once we receive the audience requirement form) The campaigns would run on the same data as provided to you.
2. Content generation: We will be carrying out an email campaign with 4 follow-ups on each email address depending on the responses. We would be generating the content for these drip email sequences. 1 sequence would be created per month.
3. MQL: When a prospect responds to the marketing efforts but does not end up booking the call. For each MQL, Initial contact is established, awareness is generated, and the prospect now knows about your solution/service. Example scenarios: Replies to email campaigns, engages in the conversation, downloads whitepaper/service deck/proposal, requests pricing, etc.

MQLs also includes prospects booking calls but not showing up for the calls (no-shows).

4. SQL: When the prospect books the call and then shows up at the scheduled date and time.

Definition of Qualified Appointment: Once the prospect is either booked over the calendar or for a phone call, then is when the prospect is termed as Qualified Lead and the call is termed as Qualified Call.

To ensure the qualification of the call, the list of prospects will be shared with the client before running campaigns plus before each call, complete interaction history with a particular prospect will be shared with the Client.

Delivery of Services
1. The Company shall commence the services on 15/12/2020.
2. The Company shall complete/cease to provide the services by/on a date mutually agreed upon with 30 days written notice.
3. The Agreement shall be effective on the date hereof and shall continue unless terminated.

Term and termination
1. Either party may terminate this Agreement at any time with written notice sent over the official Email (See both party's official Emails below).
2. Client will pay the Company for any non-invoiced work performed through the date of termination.
3. Any termination of this Agreement (however occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

Warranty
The Company represents and warrants that it will provide such services with reasonable care and skill.

Relationship of the Parties
The parties acknowledge that and agree that the Services performed by the Company, its employees, agents, or subcontractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship, or otherwise between the parties.

Confidentiality

Neither party will use, copy, adapt, alter, or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of confidential nature.

Notice

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communications shall be deemed to have been made to the other Party, if delivered by

1. Electronic mail when the Party sending such communication receives confirmation of such delivery by electronic mail on the below mentioned office email addresses.

   Company's Authorised Email: aradhya@energydais.com
   Client's Authorised Email: shivas@avisenertech.com

Entire Agreement

This Agreement contains the entire understanding among the Parties any prior written or oral agreements between them respecting the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the Parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement is covered under our Mutual NDA.

Amendments

Any or all changes to the Agreement must be in writing and signed by Members.

Governing Law

All Questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of Haryana.

Severability

If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

Indemnities

Company agrees to indemnify and hold Client harmless with respect to any claims or actions by third parties against Client based upon material prepared by Company, involving any claim for libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright, except where any such claim or action arises out of material supplied by Client to Company.

Client agrees to indemnify and hold Company harmless with respect to any claims or actions by third parties against Company based upon materials furnished by Client or where material created by Company is substantially changed by Client. Information or data obtained by Company from Client to substantiate claims made in advertising shall be deemed to be "materials furnished by Client." Client further agrees to indemnify and hold Company harmless with respect to any death or personal injury claims or actions arising from the use of Client's products or services

Compensation and Billing

1. The Client will pay a fee as discussed in the structure below in consideration of the Qualified Appointment Booking Service performed by the Company. Additional fees (in any case) shall be discussed and negotiated between the Company and the Client.

2. **Fee and Invoicing:**
    2.1.   Monthly Retainer is priced at INR 20,000 for the trial period. This price is excluding the taxes.
    2.2.   The invoice of INR 20,000 shall be raised on the 1st of each month for the monthly retainer service.
    2.3.   Invoice upon being raised will carry a payment period of 10 days from the date of issuance.
    2.4.   The Company reserves the right to stop providing the services in case of non-payment of the invoice.

Payment

The Client shall make payments in the payment window i.e 15 days post-issuance of the invoice. The method of payment shall be direct wire transfer to the company's bank account, the details of which will be mentioned in the invoice.

Headings

The heading proceeding the paragraphs of this Agreement are for the convenience of reference only and are not a part of this Agreement, are not a part of this Agreement and shall be disregarded in the interpretation of any portion of this Agreement.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this

Encod Softech Private Limited

Signature: *Aradhya Trivedi*

Date: Dec 14,2020

Aradhya Trivedi