



# Contract for Matrix Acres

# AGREEMENT FOR PERFORMANCE MARKETING SERVICES

This Agreement is entered into by and between:

**Get Me Rank**

Address: A-111, Sector 63, Noida, UP (India)  
(Hereinafter referred to as the "Service Provider")

and

**Matrix Acres Private Limited**

Address: 14th Floor, ADD India Tower, Plot No. A-6A, Sector-125, Noida, Uttar  
Pradesh 201303  
(Hereinafter referred to as the "Client")

## 1. Services Rendered

**1.1** The Service Provider agrees to manage **Performance Ad Campaigns** for the Client, including strategy, setup, targeting, optimization, creatives, A/B testing, and weekly reporting across Meta and Google platforms for upto 5 projects.

**1.2.** The Service Provider shall raise an invoice on a quarterly basis for a total amount of **₹120,000** (Rupees One Lakh Twenty Thousand only), calculated at ₹40,000 per month excluding taxes, payable as per the terms agreed herein.

## **2. Mutual Cooperation**

**2.1** The Service Provider will use its best efforts to deliver the services outlined herein and exceed the Client's expectations.

**2.2** The Client agrees to provide all necessary information and timely cooperation to facilitate the performance of the services.

### **3. Charges for Additional Services**

**3.1** Any requests or services that fall outside the scope of this Agreement may require a separate amendment to the budget.

**3.2** Should the project become inactive for more than 90 days, a fee to resume work may be applied at the Service Provider's discretion.

## **4. Billing Schedule and Payment Terms**

### **4.1 Billing Schedule**

The Service Provider shall invoice the Client for 100% of the initial fees upon signing this Agreement. Subsequent fees will be invoiced on a quarterly basis.

### **4.2 Ad Spend & Platform Usage Fees**

The Client shall bear 100% of the media/ad spend costs, which will be paid directly to the respective advertising platforms (Meta and Google) through the ad accounts created for the Client.

The Service Provider will not retain any portion of the media spend, and ad budgets may be adjusted month-to-month based on performance and strategy discussions.

### **4.3 Client Payment Obligations**

The Client agrees to pay the initial invoice as a deposit upon receipt. All subsequent invoices, including ad spend and agency fees, are due upfront each month prior to campaign execution.

A late payment fee of 5% per month will be charged on any overdue, undisputed amounts. The Service Provider reserves the right to suspend work until payment is received.

## **5. Cancellation of Services**

**5.1** The Client retains the right to modify, reject, cancel, or suspend any plans or work in progress.

**5.2** In the event of such changes, the Client agrees to reimburse the Service Provider for all costs and non-cancellable commitments incurred prior to the modification.

**5.3** The Client shall also indemnify and hold harmless the Service Provider for any liabilities resulting from such cancellations.

**5.4** For further details on termination, please refer to Section 8 of this Agreement.

## **6. Responsibilities and Intellectual Property**

### **6.1 Service Provider Responsibilities**

The Service Provider will obtain all necessary releases, licenses, permits, or other authorizations required for using third-party testimonials, copyrighted materials, photographs, artwork, or similar assets in connection with the services (if applicable).

### **6.2 Client Responsibilities**

- a. The Client warrants that all materials (text, images, artwork, etc.) provided are either owned by the Client or are accompanied by the appropriate permissions for use.
- b. Upon clearance of the final payment, the Client will own all visual elements created by the Service Provider. The Service Provider shall deliver both source files and finished files; however, the Service Provider is not obliged to maintain copies after delivery.
- c. The Client is responsible for the accuracy, completeness, and appropriateness of all information provided in connection with this Agreement.

## **7. Confidentiality**

**7.1** The Service Provider agrees to maintain the confidentiality of all proprietary or confidential information developed on behalf of the Client or disclosed by the Client during the term of this Agreement and thereafter.

## **8. Term and Termination**

### **8.1 Term**

This Agreement shall commence upon the signature of both parties and shall continue until terminated by either party in accordance with the provisions of this Section.

### **8.2 Termination for Cause**

Either party may terminate this Agreement if the other party materially defaults on its obligations and fails to remedy such default within 30 days after receipt of written notice.

Furthermore, either party may immediately terminate this Agreement if the other party becomes insolvent, files for bankruptcy, or breaches its payment obligations.

### **8.3 Payment for Non-Cancelable Materials**

The Client agrees to pay for any non-cancelable materials or services procured by the Service Provider on the Client's behalf, even if the Agreement is terminated.

If there are any materials or services provided for which full payment has not been received, the Client shall refrain from using such materials until payment is made in full.

## **9. Governing Law and Entire Agreement**

### **9.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the High Court of Noida, Uttar Pradesh, India.

### **9.2 Representations and Warranties**

Each party represents and warrants that it has the full authority to enter into this Agreement and perform its obligations without violating any legal rights of third parties.

### **9.3 Entire Agreement**

This document constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, or agreements, whether written or oral, regarding the subject matter hereof.

If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

## **10. Account Management Responsibility Sharing**

To ensure a smooth and result-driven engagement, account management will be a collaborative responsibility between both parties. Regular communication and feedback loops are essential for continuous optimization. We request weekly feedback from the client to help us fine-tune campaigns and align our strategies with evolving goals.

In turn, we commit to transparent updates and proactive communication. For maximum effectiveness, all campaign-related discussions, approvals, and updates should be aligned and streamlined through the designated communication channels.

## **11. Signature and Acceptance**

By signing below, the parties confirm that they have read, understood, and agreed to the terms and conditions outlined in this Agreement.