

Engagement Letter

This Engagement Letter is offered Dream Wizardz Digital Solutions LLP on 2nd January 2023 for the initial period of **Three months** up to 31st March 2023

WHEREAS the Dream Wizardz hereby appointed by the LeAF Academy for the management of its website and social media accounts.

Services to be performed by Dream Wizardz:

1. Professional banner designs for online business promotion
2. Online Business Consulting & Recommendations
3. Online Strategy Planning
4. Search Engine Optimisation
5. Basic Content / Copywriting for Online business promotions
6. Social media management which mainly includes Facebook page, Instagram, Twitter, Pinterest & LinkedIn.
7. Paid Promotions in social media as well as Google.
8. Blogs and Content development

Services to be performed by the LeAF Academy: LeAF Academy will provide all the admin or user credentials to Dream Wizardz to manage social media, website and run the ads campaign.

Where its required, LeAF Academy will provide the content for the banner designing and blogs.

Engagement Fees: 3 months plan SEO +SMO + BANNERS INR 45,000/- to be paid in advance to Dream Wizardz Digital Solution LLP

Tenure: This Letter is valid for 3 months from 1st January 2023 to 31st March 2023.

Renewal: Upon expiry, this letter can be renewed for such further period and on such terms and conditions as may be agreed between the parties.



General provisions

- a) **Confidentiality.** Except as required by law, each Party is obliged to keep confidential any facts/commercial concerning the other Party, its business partners and its activities so that the interests of each Party will not be damaged. Confidential information consists of all information that is not, otherwise, readily available to the public.
- b) **Intellectual Property.** Dream Wizardz acknowledges and agrees that the ownership and the rights over all Intellectual Property on all the material, methods and techniques for the service provided by Dream Wizardz shall belong to the LeAF Academy. Dream Wizardz shall have no right what-so-ever on such material, methods and techniques.
- c) "Intellectual Property" means and includes, without limitation, the trademarks, service marks, trade names, business names, logos, copyrights, designs, confidential proprietary processes, formulae, trade secrets, engineering design process and operating information and drawings, proprietary manuals and materials, inventions, developments, patent or patent applications, technical data or scientific, commercial, financial and technical information, software and any data relating to any process, method, product or business either owned by LeAF Academy or Dream Wizardz.
- d) **Trademarks, etc.** For the avoidance of doubt, all trademarks, trade names, trade symbols and slogans used or capable of being used or adapted in connection with either party's business will remain the absolute property of that party and, except as necessary for the proper performance of the services as mentioned in attachment A, the other party will not make any use of them.
- e) **Arbitration.** Any dispute between the parties regarding this engagement letter will be settled through mediation and if not resolved, by the competent courts of Law in Kerala.
- f) **Governing Law.** This Engagement letter will be governed by and construed in accordance with the laws in India. All disputes arising out of this Engagement letter shall be subject to the jurisdiction of the Courts in Kerala only.
- g) **Severability.** If any provision in this Engagement letter is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or

invalidated in any way.

- h) **Partnership or Agency.** Nothing in this Engagement letter shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent of the other for any purposes whatsoever except as specified by the terms of this Engagement letter.
- i) **Notice.** Any notices to be sent to either party shall be deemed to have been duly sent if sent
 1. By any means of registered and/or acknowledged delivery to the addresses of either party as written herein above
 - or
 2. On an official & active email id of either party.
- j) **Assignment.** Neither Party shall be entitled to assign the benefit of this engagement letter or transfer or delegate any of their duties or obligations without the prior written consent of the other Party.
- k) **Breach/Default.** In the event, either party fails to perform the obligations and/or terms and conditions listed in the said engagement letter within the period specified in the said engagement letter then the same shall be deemed to be a breach or default in the performance of the said terms and conditions and the other party shall have the option to cancel the said engagement letter by giving the defaulting party 01 (One) month notice thereof to remedy the said breach/default and in the event the defaulting party fails to remedy the said breach within the period specified in the notice, then the said engagement letter shall stand automatically terminated upon expiry of the said notice period.

Termination of Engagement letter.

- (i) This engagement letter can be terminated with immediate effect on the occurrence of any of the following events: a) Completion of the services as required by this Engagement letter or Completion of the tenure, whichever is earlier; b) Default in the performance of any of the clauses stated herein above in the said Engagement letter by either party; c) Breach of any of the terms of the Engagement letter by either party; d) Bankruptcy or insolvency of either party;

- (ii) Either party will have the right to terminate this Engagement letter should there be any change in the ownership of the other party subject to completion of any existing course/workshop running under this Engagement letter.
- (iii) This Engagement letter may be terminated in whole or in part at any time by either party by giving one training sessions' written notice to the other, or as mutually agreed.

11. Consequence of Termination:

On termination of this Engagement letter the parties shall ensure that all Equipment, documentation and all data, information and other materials belonging to LeAF Academy (and all media of any nature containing information and data), shall be delivered to LeAF Academy or destroyed at the other party's request, forthwith and Dream Wizardz shall certify full compliance with this clause.

12. **Jurisdiction:** The Courts at Kerala shall have exclusive jurisdiction to entertain, try and decide any dispute arising out of or in respect of these presents.

13. The original document of this ENGAGEMENT LETTER shall be retained by LeAF Academy and a certified true copy of the same shall be handed over to Dream Wizardz Digital Solution LLP.

For Lumiere Academy of Financial Management LLP


Name:

Title:

Date: _____

For Dream Wizardz Digital Solution LLP

Name: INDU DENNIS


Title: Chief Operating Officer

Date: 9.01.23