

To,  
Vishwakarma Interior

Project Proposal:

Lead Generation Service  
EMZ-73608

Client:

Mr. Jay

Submitted on:

09th -July-2021

Submitted by:

EMarketz India Pvt. Ltd.

# Overview

Dear Mr. Jay,

EMarketz India Pvt. Ltd.(A Nasscom Member company) started its journey in 2008 and was incorporated in 2011 at New Delhi, India. Later the company expanded its operations to Mumbai, Bangalore and Chennai. EMarketz has been at the forefront of marketing and sales outsourcing services for clients from India, US, UK and Europe.

For the purpose of this document, MOQ refers to minimum order quantity. Further, EMarketz classified lead as per the below criteria

MJ - Medium Quality Leads

GA - Pipeline Builder Leads, Require Nurturing for Decision

VT - High quality of leads with high intention of making a purchase

Sincerely,

For EMarketz India Pvt. Ltd.

Authorised Signatory

# Scope of Services

## Lead Generation Service from EMarketz India

EMarketz will be generating and manually validating the leads and shall be sharing the leads to Vishwakarma Interior through the leads panel of EMarketz. It shall be Vishwakarma Interior authorized representative to take up the leads from the panel (lead details will be emailed and sent through SMS as well) and further initiate discussion with the leads. It is important to note here that EMarketz is not responsible for the conversion of these leads, and this shall be completely Vishwakarma Interior's responsibility.

## Lead Generation Service

### 1. How Leads Will be Generated

EMarketz owns and manages many businesses portals, information portals and web directories through which the leads are generated. EMarketz also has a team of market research, specialized calling and aggressive sales officers to tap on the requirements beneath the surface.

EMarketz may purchase advertising space on digital properties for this lead generation campaign.

### 2. Lead Defining Criteria

What will be considered as lead - Where a person/company/institute shows interest for a particular product or service of Vishwakarma Interior and shares their respective contact information including email id, phone number and name will be considered lead for the purpose of this document.

# Scope of Services

EMarketz will be generating leads for Vishwakarma Interior using any of the existing web properties which EMarketz owns and operates.

EMarketz will be validating the leads manually and shall be sharing the leads to Vishwakarma Interior through the lead panel of EMarketz. Leads validation will be done through emails, voice calls, WhatsApp messages or SMS.

It shall be Vishwakarma Interior responsibility to take up the leads from the panel (lead panel details will be emailed and sent through SMS as well) and further initiate discussion with the leads. It is important to note here that EMarketz is not responsible for the conversion of these leads, and this shall be completely Vishwakarma Interior responsibility.

EMarketz will be generating leads for Vishwakarma Interior with the following lead qualification criteria:

**Leads for Interior Design**

**Target Audience: Anyone looking for Interior Design**

**Location Gujrat**

Lead Type: MJ( EMarketz offers GA, MJ and VT quality of leads.)

Lead Replacement - For non qualified leads only through EMarketz' s lead panel as per the lead's replacement policy.

# Timeframe

Phase	Days
Discover/Campaign Initiation	1
Incubation Period	45

The time period will be active for a period of 12 weeks from the date of receipt of payment. However, in some campaigns, EMarketz may require more time to complete lead generation for which EMarketz shall notify in advance. In case the lead does not meet the qualification criteria as laid out in this document, Vishwakarma Interior can place/ask for a replacement of a lead only through the leads panel. Any communication pertaining to leads delivery, replacement will only be entertained at the EMarketz's lead panel.

EMarketz will, however, complete lead generation within 12 weeks from the date of receipt of payment for the stipulated minimum quantity of leads. In case EMarketz is unable to generate the contracted number leads within the given timeframe mentioned above, EMarketz may provide pro-rata refund of the balance/pending leads.

Payment can be made to EMarketz India Pvt Ltd online through credit card, debit card, net banking or through cheque. Cash payments are not accepted.

# Your Investment & Offers

## Lead Campaign Pricing

Description	Price	MOQ	Subtotal
Cost Per Lead (CPL)	₹ 1275	30	₹ 38250
GST @ 18%			₹ 6885
<b>Grand Total Payable as advance</b>			<b>₹ 45135</b>

# Terms & Conditions

## Terms and Conditions of the above offer:

1. This offer is valid for **five days** from the date of proposal unless extended by EMarketz India Pvt Ltd in writing. After the expiry of this offer, prices & specifications are subject to change without prior notice.
2. Lead Replacement Criteria: If in the provided lead, contact person of the lead is not responding to the calls or emails after three attempts made by Vishwakarma Interior and supportive evidence for the same is submitted to EMarketz & also if the leads are not as per the lead criteria mentioned on page no. 4 of this agreement; EMarketz will consider replacing such lead.
3. EMarketz request the clients to take up the leads within 3 days from the time they are added in the leads panel and update to EMarketz. After 3 days, the lead panel will automatically hide the replacement button of the Lead Panel and no replacement shall be accepted.
4. EMarketz will require a lead time(incubation period) of 7-10 days to start delivering leads from the date of project initiation.
5. Once EMarketz starts the campaign after the initial incubation period, EMarketz cannot stop it, as EMarketz buy ad placements and schedules all such placements which work on pre-paid mode. As such, EMarketz will be unable to offer the flexibility of starting and stopping the leads.
6. By accepting this agreement, you agree that the foregoing as well as any dispute raised regarding this service offer or EMarketz India Pvt Ltd is subject to the laws of the Republic of India and the High Court of Delhi at New Delhi, India shall have the exclusive jurisdiction over any dispute that may arise out of the use of this service.

# Terms & Conditions

7. For initiating the contract, **Vishwakarma Interior** will be required to sign the contract and pay initial advance for the minimum number of leads (MOQ).
8. Payment can be made through online link, Bank transfer. GST additional at the rate of 18% shall be charged extra on the above-mentioned prices.
9. Please find the URLs for
  - Complaint and Grievance Redressal Escalation Matrix at EMarketz India Pvt Ltd - [www.emarketz.net/grievance-redressal-escalation-matrix.php](http://www.emarketz.net/grievance-redressal-escalation-matrix.php)
  - Refunds Policy and Requisition at EMarketz India Pvt Ltd - <https://www.emarketz.net/refund-policy.php>

# Contract

Between "us", EMarketz India Pvt Ltd, and "you", Vishwakarma Interior

You **Vishwakarma Interior** , are hiring EMarketz India Pvt Ltd to perform Lead Generation Services with the estimated price as outlined in our Investment section.

## 1.0 Services Rendered

### LEAD GENERATION SERVICES

We'll deliver lead generation services for Vishwakarma Interior

### ERRORS

We can't guarantee that our work will be error-free (we're human!) so we can't be liable to you or any third- party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

## 2.0 Mutual Cooperation

We agree to use our best efforts to fulfill and exceed your expectation on the deliverables listed above. You agree to aid us in doing so by making available to us needed information pertaining to your website and to cooperate with us in expediting the work.

# Contract

## 3.0 Charges for Services Performed

After delivery of leads as per the stated MOQ, EMarketz will seek confirmation from Vishwakarma Interior to continue generating leads or not. Vishwakarma Interior will be required to recharge their leads wallet for EMarketz to continue with lead generation. If Vishwakarma Interior is unable to recharge the leads wallet within seven working days, the lead generation campaign may be paused and price per lead may change at the discretion of EMarketz.

## 4.0 Terms of Payment

### 4.1 BILLING SCHEDULE

We're sure you'll want to maintain a positive working relationship and keep the project moving forward, so you agree to stick tight to the following payment schedule.

EMarketz India Pvt Ltd will invoice Vishwakarma Interior for advance of 100% amount in the quote above to deliver MOQ lead for this service. After the MOQ number of leads are delivered, EMarketz will require another payment from Vishwakarma Interior in prepaid mode to continue delivering the leads.

## 5.0 Cancellation of Plans

Vishwakarma Interior has the right to modify, reject, cancel or stop any and all plans or work in process. However, you agree to reimburse us for all costs and expenses we incurred prior to your change in instructions, and which relate to non-cancelable commitments, and to defend, indemnify and hold us harmless for any liability relating to such action.

# Contract

One time set-up fee is non-refundable and project advances for the minimum order quantity (MOQ) are refundable.

## 6.0 Responsibilities of EMarketz India Pvt Ltd and Vishwakarma Interior

### 6.1 EMARKETZ INDIA PVT LTD'S RESPONSIBILITY FOR RELEASES

We shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, artwork or any other property or rights belonging to third parties obtained by us for use in performing services for you (If applicable).

### 6.2 Vishwakarma Interior RESPONSIBILITY FOR RELEASES

You guarantee that all elements of text, images, or other artwork you provide are either owned by your good selves, or that you have permission to use them. Then when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

# Contract

We'll own the unique combination of these elements that constitutes a complete design, and we'll license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that.

## **6.3 CLIENT RESPONSIBILITY FOR ACCURACY**

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing in connection with the performance of this Agreement.

## **7.0 Confidentiality**

EMarketz India Pvt. Ltd. acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by EMarketz India Pvt. Ltd. on behalf of Vishwakarma Interior or disclosed by Vishwakarma Interior to EMarketz India Pvt. Ltd..

## **8.0 Term and Termination**

### **8.1 PERIOD OF AGREEMENT AND NOTICE OF TERMINATION**

This Agreement shall become effective as of 9th –July-2021 and shall continue until completed or terminated by either party upon not less than 15 days' notice in writing given by either party to the other.

# Contract

## **8.2 TERMINATION FOR CAUSE**

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period, unless the defaulting party commences cure within said period and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

## **9.0 General Provisions**

### **9.1 GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the Province/ State of New Delhi, India

### **9.2 REPRESENTATIONS AND WARRANTIES**

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all their obligations hereunder without violating the legal or equitable rights of any third party.

# Signature

## 9.3 ENTIRE AGREEMENT

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

## Signature

1. Please read the contract on the previous page to make sure you understand all the details involved with us working together. It's important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please send the confirmation email to the concern person.
4. Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.

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Mandeep Tamang  
From EMarketz India Pvt Ltd

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Mr. Jay  
From Vishwakarma Interior

Thanks. If you have more questions,  
please call at +91-9599063445 or email  
at [sales@emarketz.net](mailto:sales@emarketz.net)

