

ZENERJII SOCIAL MEDIA CONTRACT

This AGREEMENT is dated and in effect as of the day of consultation, on a monthly term rolling basis, between Cathal of Zenerjii, hereafter referred to as "Client" and Serena Bhatia hereafter referred to as "Consultant". This agreement is with respect to the Social media planning and content of the Zenerjii brand, hereinafter referred to as the "Work." Whereas, Consultant is a professional Social Media strategist of good standing; Whereas, Client wishes Consultant to create certain Work described more fully herein; and Whereas, Consultant wishes to create such Work; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

CONFIDENTIALITY:

The Client and Consultant may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party. Confidential information shall not include information that:

1. is already known to the party to which it is disclosed;
2. is or becomes part of the public domain without breach of this Agreement;
3. is obtained from third parties, which have no obligations to keep confidential to the parties to this Agreement.

DESCRIPTION OF WORK:

Twitter

- Campaign strategy with relevant hashtags formulated and editorial calendar formed.
- 3 posts a day, pre-scheduled & checked by Client plus extra relevant posts when needed.
- Brand representation, online customer service when needed.
- daily bespoke designed images for campaigns.
- Follower acquisition and co-ordination

Facebook

- Like & Share campaign strategy.
- 1 post daily, pre-scheduled & checked by Client.
- Bespoke promotional images.
- Brand representation, online customer service when needed.

Instagram

- Daily agreed number of posts
- Campaign integration. (follow twitter & follow Facebook posts)
- relevant captions hashtags and 'regramming'
- All photos sourced & uniquely watermarked

PAYMENT SCHEDULE:

The full length of this contract is as follows:

Starting date is day of agreed consultation with pre scheduled content taking three working days, for the total amount of £400 is to be paid on agreed date of 2nd of every month to be paid on the same day of every month on a rolling basis.

The balance of £400 is due on completion date of pre scheduled content.

DUE DATES:

Consultant agrees to deliver samples of design & content prior to posting on dates as agreed upon in the Proposal. Consultant will make every effort to meet agreed upon due dates. The Client should be aware that failure to submit required information or materials may cause subsequent delays in the production. Client delays could result in significant delays in delivery of finished work.

FEES & ADDITIONAL SERVICES:

Changes in client input or direction or excessive changes will be charged at £250 for email marketing this includes £30 mailchimp fee. Any work the Client wishes Consultant to create, which is not specified in the DESCRIPTION section of this agreement, or previously mentioned will be considered an additional service. Such Work shall require a separate Agreement and payment separate from and above that specified in this Agreement.

ASSIGNMENT OF WORK:

Consultant reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion.

RESERVATION OF RIGHTS:

All rights not expressly granted hereunder are reserved to Consultant, including but not limited to all rights in sketches, comps, or other preliminary materials.

PERMISSIONS AND RELEASES:

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

PUBLICATION:

The Client may publish or disclose information regarding the Work and shall acknowledge the support of Consultant in all such publications. The Client will not use the name of Consultant, in any advertising or publicity without the prior written approval from the Consultant. The Consultant will not use the name of Client, in any advertising or publicity without the prior written approval from the Client.

COPYRIGHT NOTICE:

Copyright is in Consultant's name. Upon completion of Work, the copyright will only be released to the Client upon the Consultant's signing of the Release of Copyright.

TERMINATION:

Either party may terminate this Agreement by giving 14 days written notice to the other of such termination. In the event that Work is postponed or terminated at the request of the Client, Consultant shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this Agreement. If additional payment is due, this shall be payable within fourteen days of the Client's written notification to stop work. In the event of termination, the Client shall also pay any expenses incurred by Consultant and the Consultant shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

The Client and Consultant are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

This Agreement shall be governed by and construed in accordance with the laws of The United Kingdom applicable therein.

The undersigned agrees to the terms of this agreement on behalf of his or her organisation or business.

