

SERVICE AGREEMENT

FOR YASHOBHOOMI BRAND PROMOTION IN SOUTH KOREA

This Service Agreement ("Agreement") is made and entered into on this ____ day of _____ 2026 ("Effective Date"),

BY AND BETWEEN

KINEXIN Convention Management Private Limited

having its registered office at:

5th Floor, Management Office,
YASHOBHOOMI – IICC, Convention Centre,
Gate No. 6, Sector 25, Dwarka,
New Delhi – 110077, India

(hereinafter referred to as the "Client" or "KINEXIN", which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns)

AND

having its registered office at:

(hereinafter referred to as the "Agency", which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns)

KINEXIN and the Agency are hereinafter individually referred to as a "Party" and collectively as the "Parties".

1. PURPOSE

The purpose of this Agreement is to appoint the Agency for planning, production, operation, and management of promotional advertising activities for the Yashobhoomi brand in South Korea through suitable exhibition, media, and promotional platforms, including Suwon Messe, where commercially and operationally appropriate.

2. SCOPE OF SERVICES

The Agency shall be fully responsible for end-to-end execution, coordination, operation, supervision, and management of the campaign activities including, but not limited to, the following:

2.1 Advertising Media Operation

Management and operation of approved advertising media inventory in South Korea:

Sl. No.	Media Type	Location
1	Light Box Advertisement	Selected Exhibition Venues
2	LED Advertisement	Selected Events

2.2 Content Development

The Agency shall:

- Develop creative campaign concepts
- Produce promotional videos and motion graphics
- Design static promotional materials
- Optimize content for repeated exposure
- Provide Korean and English language adaptation where required

2.3 Campaign Management

The Agency shall:

- Coordinate with relevant stakeholders
- Manage installation and dismantling works
- Ensure uninterrupted operation of advertising media
- Conduct regular inspections and operational monitoring
- Provide operational support during the campaign period
- independently negotiate, procure, coordinate, and manage media inventory, operational support, and related campaign services on commercially reasonable and arm's-length terms.

2.4 Reporting

The Agency shall submit two (2) campaign reports: one interim report during the campaign period and one final report upon completion of the campaign. Each report should include:

- Campaign operation status
- Photographic evidence of media operation
- Exposure and engagement summary
- Recommendations for optimization

3. CONTRACT PERIOD

The Agreement shall remain valid for a period of four (4) months commencing from September 2026 until December 2026, unless terminated earlier in accordance with this Agreement.

4. CONTRACT VALUE

4.1 Total Contract Value

The total contract value shall be INR _____
(Indian Rupees _____ only), exclusive of applicable GST. Any foreign currency expenses shall be deemed included within the agreed contract value unless specifically approved otherwise in writing by KINEXIN.

4.2 Media Operation Cost

The Agency shall be responsible for all media procurement, campaign operation, coordination, and related services within the agreed commercial value unless otherwise approved by KINEXIN in writing.

5. PAYMENT TERMS

Subject to submission of valid invoices and supporting documents, payments may be released as follows:

Milestone	Payment
Upon issuance of Letter of Award (LOA)/Purchase Order (PO) and submission of acceptance by the selected agency	50%
Upon successful completion of the campaign and submission/acceptance of the final completion report and supporting documents including valid tax invoices.	50%

The Agency shall submit reasonable supporting documents, invoices, and campaign records evidencing actual execution and operational deployment. All payments shall be made within thirty (30) days from receipt of valid invoice and supporting documents.

KINEXIN reserves the right to withhold or deduct payments in case of:

- Applicable statutory deductions
- Penalties
- Recoveries under contract

Applicable statutory deductions including TDS shall apply.

6. OBLIGATIONS OF THE AGENCY

The Agency shall:

- Execute services professionally and diligently
- Ensure compliance with applicable laws and regulations
- Obtain all operational permissions required for campaign execution
- Deploy adequate manpower and resources
- Ensure all advertising content complies with local regulations and venue policies
- Immediately notify KINEXIN of any operational issue affecting campaign execution
- Ensure that all media procurement and campaign-related commercial arrangements are undertaken independently and on commercially reasonable terms

The Agency shall not subcontract the services without prior written approval from KINEXIN.

7. OBLIGATIONS OF KINEXIN

KINEXIN shall:

- Provide timely approvals for campaign materials
- Facilitate coordination where reasonably required
- Release payments in accordance with agreed terms
- Provide necessary brand materials and guidelines

8. PERFORMANCE STANDARDS

The Agency shall ensure:

- Continuous operation of advertising media during agreed display periods
- Timely replacement or rectification in case of display malfunction
- Maintenance of acceptable visual and operational quality standards
- Prompt response to operational issues

Failure to maintain required performance standards may result in deductions or termination.

9. CONFIDENTIALITY

All information, documents, business data, campaign materials, and communications exchanged under this Agreement shall be treated as confidential.

Neither Party shall disclose confidential information to any third party without prior written consent, except as required by law.

This obligation shall survive termination of the Agreement.

10. INTELLECTUAL PROPERTY RIGHTS

All campaign materials, creative content, videos, graphics, reports, and deliverables developed specifically for KINEXIN under this Agreement shall become the exclusive property of KINEXIN upon full payment.

The Agency shall not use or reproduce such materials without prior written approval.

11. TERMINATION

KINEXIN may terminate this Agreement by written notice in case of:

- Material breach
- Failure to perform contractual obligations
- Insolvency or bankruptcy
- Misrepresentation
- Repeated operational failures

KINEXIN may also terminate the Agreement for convenience with thirty (30) days' written notice.

Upon termination, the Agency shall immediately cease use of KINEXIN branding and submit all pending deliverables.

12. FORCE MAJEURE

Neither Party shall be liable for failure to perform obligations due to events beyond reasonable control including:

- Natural disasters
- Government restrictions
- War
- Pandemic
- Civil disturbances
- Venue shutdowns

The affected Party shall notify the other Party within seven (7) days of occurrence.

13. INTEGRITY & ANTI-BRIBERY

The Agency confirms that it has not offered, promised, or provided any improper benefit, commission, inducement, or advantage to any employee or representative of KINEXIN. Violation of this clause shall constitute material breach and may result in immediate termination.

14. LIMITATION OF LIABILITY

Neither Party shall be liable for any indirect, incidental, special, or consequential damages arising from this Agreement.

The total liability of the Agency under this Agreement shall not exceed the total contract value except in cases of fraud, willful misconduct, or confidentiality breach.

15. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996.

- Seat and venue of arbitration: New Delhi
- Language: English

16. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by the laws of India. Courts at New Delhi shall have exclusive jurisdiction.

17. OTHER TERMS

The Parties acknowledge that the campaign activities under this Agreement are intended to be executed on an arm's-length commercial basis.

18. ENTIRE AGREEMENT

This Agreement constitutes the complete understanding between the Parties and supersedes all prior discussions, proposals, communications, or understandings relating to the subject matter herein.

Any amendment shall be valid only if made in writing and signed by both Parties.

19. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

For KINEXIN Convention Management Private Limited

Authorized Signatory

Name: _____

Designation: _____

Date: _____

Signature & Seal

For _____

Authorized Signatory

Name: _____

Designation: _____

Date: _____

Signature & Seal