

Services Agreement

*Made between **Q&A Marketing**
and **Digital Guru Solutions**.*

For the provision of digital marketing services to Q&A Marketing's clients, with profile-use rights granted to Q&A Marketing and the formal covenants of confidentiality, intellectual property and good faith that go with such an engagement.

What this Agreement *contains.*

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Schedules A (commercial terms) and B (brand-usage permissions) form part of this Agreement and are addressed in the body of the clauses above.

Identification of the Parties.

The Parties identified below enter into this Agreement on the Effective Date. References to a Party in this Agreement mean the entity identified in the corresponding Sub-clause.

Sub-clause 1.1 · Party A

Q&A Marketing

Trading as

Practice

Place of business

Designated contact

Engaged capacity

Qasim & Ahmed (Q&A) Marketing

Real-estate marketing for property developers and buyers

First Floor, Plot # 40-A, Jehlum Road, G-8/1, Islamabad

info@qamarketing.pk · +92 336 4455751 · +92 335 4455751

The Party retaining Service Provider for digital marketing Services under this Agreement

Sub-clause 1.2 · Party B

Digital Guru Solutions

Trading as

Practice

Authoring team

Designated contact

Engaged capacity

Digital Guru Solutions

Paid media, programmatic, performance, analytics, creative and digital PR

18+ years of combined expertise · 50+ client engagements · 8 service lines

Referenced on the executed copy carried in Schedule C

The Party providing the Services under this Agreement

Sub-clause 1.3 — Either Party may update its designated contact by written notice under Sub-clause 11.3; such an update does not require re-execution of this Agreement.

Background *to this Agreement.*

Sub-clause 2.1

Whereas A

Q&A Marketing represents a portfolio of clients across multiple sectors of the Pakistan property market and seeks a digital marketing partner to deliver paid, programmatic, performance and analytic services on their behalf.

Sub-clause 2.2

Whereas B

Digital Guru Solutions is in the business of running digital marketing campaigns for clients across government, real-estate, FMCG, healthcare and non-profit engagements, and is willing to provide such services to Q&A Marketing on the terms set out in this Agreement.

Sub-clause 2.3

Whereas C

Q&A Marketing wishes to reference Digital Guru Solutions' capability on its own public profile, and the Parties have agreed to record the use of that reference on the terms set out in Clause 6 (Profile Use Rights).

Sub-clause 2.4 — Now, therefore, in consideration of the mutual covenants set out below, the Parties agree as follows.

Defined terms

and how this Agreement reads.

Sub-clause 3.1

Defined terms

"Agreement"

means this Services Agreement and its Schedules.

"Party" / "Parties"

means Q&A Marketing and Service Provider, individually or together.

"Client Engagement"

means a digital marketing engagement undertaken for a Client under this Agreement.

"Working Environment"

means ad accounts, pixels, dashboards and tracking used by Service Provider.

"Profile"

means Q&A's public profile: website, decks, RFP responses, listings and social.

"Effective Date"

means the date on the cover, or the date of last signature where these differ.

"Client"

means a third party with whom Q&A Marketing holds an active commercial relationship.

"Services"

means the four service families described in Clause 4, individually or in combination.

"Confidential Information"

means non-public information identified under Sub-clause 7.1.

"Schedule"

means a Schedule referenced in this Agreement, including A, B and C.

Sub-clause 3.2

Interpretation

3.2.1 — Words importing the singular include the plural and vice versa.

3.2.3 — References to clauses, sub-clauses or Schedules are to those of this Agreement.

3.2.2 — Headings are for convenience and do not affect interpretation.

3.2.4 — "Writing" includes electronic transmission producing a durable record.

Services covered *by this Agreement.*

Sub-clause 4.1

Four service families

Service Provider shall deliver, sized to each Client Engagement, the four families set out below.

Sub-clause

4.1(a)

Paid media & programmatic buying

Meta, Google, TikTok, LinkedIn, DV360 and direct publisher buys, run from pre-optimised ad accounts.

Sub-clause

4.1(b)

Targeting, testing & optimisation

Audience modelling, creative testing, bid and budget management, in-flight optimisation.

Sub-clause

4.1(c)

Analytics, attribution & reporting

GA4, Looker Studio, conversion APIs, multi-touch attribution, shared live dashboards.

Sub-clause

4.1(d)

Creative, landing & digital PR

Multi-format ads, lead-generation page builds, branding placements, PR amplification.

Sub-clause 4.2 — Variation

Either Party may propose a variation to a Client Engagement scope. Variations take effect only on written acceptance.

Sub-clause 4.3 — Outside the scope

Search-engine optimisation retainers, custom software builds and offline media are out of scope unless added by Schedule.

How the engagement runs in practice.

Sub-clause 5.1

Engagement loop

Service Provider shall run every Client Engagement through five steps in turn.

i · Brief

Q&A provides the Client brief, KPIs, budget envelope and timing.

ii · Plan

Channel mix, audience, creative map, budget split — back to Q&A within five working days.

iii · Execute

Campaigns go live within 2-3 working days of plan sign-off and payment.

iv · Optimise

Continuous test-and-learn. Budget may be reallocated across platforms.

v · Report

Mid-flight read, monthly progress, final close-out with proof of placement.

Sub-clause 5.2 — Decision rights

Q&A Marketing holds the client mandate. It approves creative, final reporting and any in-flight change within 24 hours. Service Provider holds execution and recommends changes.

Sub-clause 5.3 — Reporting cadence

Q&A shall receive live dashboard access throughout flight, a mid-campaign evaluation at week 4, monthly progress reports, and a final evaluation with documented proof of placement.

Sub-clause 5.4 — KPIs & thresholds

KPIs and budget thresholds agreed per Client brief. Out-of-band results trigger joint review within 48 hours.

Sub-clause 5.5 — Named owners

Each Party shall name one primary contact. Names recorded in Schedule C, updated by notice under Sub-clause 11.3.

Carrying Digital Guru's *strength* onto Q&A's *own Profile.*

Q&A is not a reseller. Q&A is a partner who names Digital Guru Solutions among the capabilities it carries — clearly and by consent.

- 6.1

Right to reference

Q&A Marketing may name Service Provider as its digital execution partner on its Profile — site, capability decks, RFP responses, listings and social — without case-by-case approval.
- 6.2

Capability summary

Q&A may quote Service Provider's tools, methods, certifications and stated service lines by category. Specific campaign metrics fall under Sub-clause 6.3.
- 6.3

Named case studies — by consent

Naming individual Client Engagements, metrics or campaign results requires Service Provider's written consent. Consent shall not be unreasonably withheld and is processed within five working days.
- 6.4

Notice & rescission

Either Party may re-scope this Clause with thirty days' written notice. After termination, Q&A retains a 60-day tail to refresh stored materials and withdraw active references.
- 6.5

Schedule B — itemised log

A running log of references Q&A has published lives in Schedule B. Each entry identifies the asset and the date it appeared.

Confidential Information

kept between the Parties.

Each Party treats the other's Confidential Information as such and limits its use to performing this Agreement.

Sub-clause

7.1

What counts as Confidential

Client briefs, pricing, strategies, audiences, creative assets, dashboards, tracking data, and any information marked as private exchanged between the Parties.

Sub-clause

7.3

Permitted disclosures

Disclosure is permitted to advisers bound by their own duty of confidence, or where required by law, regulator or court on prior written notice to the other Party.

Sub-clause

7.2

Mutual duty of care

Each Party protects the other's Confidential Information with at least the same care as its own, and binds staff and approved third parties to the same duty.

Sub-clause

7.4

Compelled disclosure

Where compelled by law, the disclosing Party gives prompt written notice (where lawful) and limits disclosure to what is legally required.

Sub-clause

7.5

Survival

The obligations in this Clause continue for 24 months after termination; where applicable law mandates a longer period, that longer period applies.

What each side *keeps, licenses and keeps working.*

Each side retains its pre-existing intellectual property. Work produced in the engagement is licensed unless explicitly transferred.

Sub-clause 8.1	Pre-existing materials Each Party retains ownership of its pre-existing IP — methodologies, tools, templates, brand marks and trade names. No assignment is implied by this Agreement.
Sub-clause 8.2	Working Environment Ad accounts, pixels, dashboards, attribution models and tracking remain Service Provider's working environment. Q&A receives read access during the engagement and a 60-day courtesy window after.
Sub-clause 8.3	Final campaign assets Creative, ad copy, landing-page builds and final reports are licensed to Q&A and the relevant Client for the intended use, including archive retention.
Sub-clause 8.4	Showcasing the joint work Either Party may showcase the joint work for capability purposes; where a client's contract restricts this, the restriction is honoured before publication.
Sub-clause 8.5	Residual knowledge Nothing in this Clause prevents either Party from using general skills, techniques and know-how retained in unaided memory after the engagement.

How fees *are billed and paid.*

Indicative figures

Sub-clause 9.1 figures are not a binding quote. The final per-Client figure is recorded against each Client Engagement in Schedule A.

Sub-clause 9.1(a) Single-channel focus PKR X_m per Client Engagement · billed monthly	Sub-clause 9.1(b) Multi-channel growth PKR X_m per Client Engagement · billed monthly	Sub-clause 9.1(c) Always-on scale PKR X_m per Client Engagement · billed monthly
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Sub-clause 9.2 Onboarding fee PKR one-time per new Client. Waivable for the first three Client Engagements under this Agreement.	Sub-clause 9.3 Performance uplift Optional, agreed per Client Engagement — tied to named KPIs in writing.
Sub-clause 9.4 Out-of-pocket costs Passed through at cost. Single items above PKR x require Q&A's prior written approval.	Sub-clause 9.5 Tax & currency Prices exclusive of applicable taxes. PKR default; alternate currency for a Client requires mutual sign-off.
9.6 Invoicing & payment Monthly invoices in advance of each flight. Payment within 14 days of receipt.	9.7 Late payment Overdue amounts attract interest at 1.5% per month; Service Provider reserves the right to pause non-disputed work after 30 days.

How long this runs *and how it ends.*

Sub-clause 10.1

Initial term

12

months from signing.

Renewable under Sub-clause 10.2 on the same commercial and operating terms unless renegotiated.

Sub-clause 10.5 — Effects of termination

On termination the Parties settle invoices up to and including the date of effect; outstanding work is delivered or licensed where lawful.

10.2

Renewal

Renews for successive 12-month periods unless either Party gives written notice of non-renewal at least 60 days before the end of the current term.

10.3

Termination for convenience

Either Party may terminate this Agreement, or any active Client Engagement, with 60 days' written notice. Active work continues through the notice period, billed on terms in force.

10.4

Termination for cause

On material breach uncured within 14 days of written notice, the non-breaching Party may terminate immediately.

Sub-clause 10.6 — Survival

Clauses 6, 7 and 8 survive termination as set out in their own sub-clauses; all other Clauses cease to have effect.

Closing mechanics

for this Agreement.

11.1

Governing law

This Agreement is governed by the laws of the Islamic Republic of Pakistan.

11.4

Amendment & waiver

Amendments only by written instrument signed by both Parties' authorised signatories. Waivers to be specific and in writing.

11.7

Entire agreement

This document and its Schedules are the entire agreement and supersede prior discussions on the same subject.

11.10

Assignment

Neither Party may assign without prior written consent; either Party may assign to a successor in interest on written notice.

11.2

Jurisdiction & disputes

Disputes first go to good-faith negotiation, then to arbitration seated in Islamabad under the Arbitration Act 1940.

11.5

Force majeure

Neither Party is liable for delay beyond its reasonable control; the affected Party notifies within 7 days and the Parties reschedule in good faith.

11.8

Counterparts

Executed in counterparts, each treated as an original; together constituting one instrument. Electronic signatures accepted.

11.11

Schedules

Schedules A (commercials), B (brand usage log) and C (named owners) form part of this Agreement and prevail over the body in case of conflict.

11.3

Notices

Sent to designated contacts in Clause 1 by email with PDF signature or registered post; email deemed received on next working day.

11.6

Severability

If any provision is held unenforceable, the remainder stays in force; the unenforceable provision is replaced by the closest valid one.

11.9

Independent contractors

Each Party is an independent contractor. Nothing creates a partnership, joint venture, agency or employment relationship.

11.12

Further assurance

Each Party shall do such further acts as the other reasonably requires to give effect to this Agreement.

Signed by the Parties

in acknowledgement.

In witness whereof, the Parties have executed this Agreement through their duly authorised signatories as of the Effective Date, in counterparts under Sub-clause 11.8.

Sub-clause 12.1 · Party A

Q&A Marketing

First Floor, Plot # 40-A, Jehlum Road, G-8/1, Islamabad

Authorised signatory

Signature

Name & title

Date

Place

Witness

Sub-clause 12.2 · Party B

Digital Guru Solutions

Designated contact recorded in Schedule C

Authorised signatory

Signature

Name & title

Date

Place

Witness