







Bond		Indian-Non Judicial Stamp Haryana Government		Date : 13/10/2022
<i>Strictly Confidential</i>				
Certificate No. G0M2022J1007				Stamp Duty Paid : ₹ 101 <small>(Rs. Only)</small>
GRN No. 95354132				Penalty : ₹ 0 <small>(Rs. Zero Only)</small>
		<u>Deponent</u>		
Name: Tlg India pvt ltd				
H.No/Floor : 90d	Sector/Ward : 18		Landmark : Na	
City/Village : Gurugram	District : Gurugram		State : Haryana	
Phone : 95*****96				
				
Purpose : AGREEMENT to be submitted at Concerned office				

AGREEMENT FOR OFFLINE AND ONLINE MEDIA SERVICES

This Agreement for Offline and Online Media Services ("Agreement") is made on this 08TH day of DECEMBER 2022 ("Execution Date") at GURGAON, and shall be effective from 8th day of December 2022 ("Effective Date"), by and between:

HONASA CONSUMER LIMITED (CIN U74999DL2016LC306016), a company incorporated under the Laws of India under Companies Act, 2013 having its registered office at Unit No - 404, 4th Floor, City Centre, Plot No 05, Sector-12, Dwarka New Delhi 110075 and its Corporate office at Plot No.63, 4th Floor, Sector-44, Gurgaon, Haryana (hereinafter referred to as the "Client" which expressions shall unless repugnant to the context or meaning thereof mean and include its successors) through its authorized signatory Mr. Ramanpreet Sohi authorized vide Board resolution dated 26.07.2022 of the One Part;



Strictly Confidential

And

TLG INDIA PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 of India with CIN: [REDACTED] through its business division/ brand ZENITH and having its registered office at 15TH FLOOR, URMI ESTATE, TOWER A, GANPATRAO KADAM MARG, LOWER PAREL, MUMBAI - 400013 and its Corporate office at Plot 90 D Sector-18 Udyog Vihar Phase-IV, Gurgaon-122015, Haryana, India (hereinafter referred to as the "Agency or TLG India" which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) through its authorized signatory Mr. Tanmay Mohanty authorized vide Boards Resolution dated 03.06.2021 of the Other Part.

Client and the Agency shall individually be referred to as "Party" and collectively as the "Parties".

WHEREAS:

- A. Client is engaged in the business of sales and marketing of beauty and baby products ("Products") under the brand names owned by or licensed to the Client.
- B. The Agency is *inter alia* in the business of advertising through offline and online media, and related activities including web content development, web content maintenance, search engine optimization, search engine marketing, pay per click management, online reputation management, social media marketing, web analytics, mobile applications development and marketing, etc.
- C. The Agency represented that it has the necessary technology, infrastructure and experience for performing the media planning, buying and allied services and has therefore offered to provide such services to the Client.
- D. Client is desirous of awarding the advertising assignment for its brands/ products and has identified the Agency being capable to undertake such advertising assignment.

Pursuant to the discussions and negotiations held between the Parties, Client hereby appoints the Agency as their advertising agency and the Agency hereby accepts its appointment on the following terms and conditions.

NOW THEREFORE, in consideration of the covenants and promises contained hereinafter, the Parties hereby agree as follows:

1. APPOINTMENT AND SCOPE OF SERVICES

- 1.1. Client hereby appoints the Agency as Client's advertising agency in connection with the offline and online media services more specifically mentioned in *Annexure-I* ("Services") for the products/ brands for the territories as mentioned in *Annexure-II*.
- 1.2. For the purpose of this Agreement, "Media" means offline and online media including television, print, radio, digital or online mediums; and "Media Owner" means a third party who sells Media space and/or time to the Agency.
- 1.3. For all purposes, this Agreement is binding upon the TLG India Pvt Ltd through its division Zenith which shall render Services pursuant to this Agreement to Client, and excludes all other divisions, subsidiaries, parent or group companies or affiliate(s) of the Agency. }
- 1.4. TLG India Pvt Ltd guarantees no exclusivity to Client in terms of products/ brands category, under this Agreement. For clarity, TLG India is free to pursue its business with other prospective clients/ advertisers within the similar products/ brands category without having to give any prior intimation to or to seek approval from Client. However TLG India or its subsidiaries division should make sure that no prejudice is caused to the Client.



Strictly Confidential

- 1.5. It is specifically agreed by and between the Parties, that the Agency shall not be held responsible in respect of any such services which are not covered in or out of the scope of *Annexure-I*. Should Client request the Agency to perform additional services, beyond what is provided in *Annexure-I*, the Parties will negotiate in good faith and agree in writing the terms and compensation for such additional services.
- 1.6. **Special Monitoring:** Any special monitoring of its own or competitive activity that may be required by Client shall be subject to separate terms and conditions which may be negotiated by the Agency with the relevant monitoring agency and shall be paid for by Client on actuals. For the purpose of this Agreement "Special Monitoring" includes acquisition of third party telecast certificates, monitoring of promotion spots, acquisition of samples of own and competitive commercials, and subscription to press audit data (if available for the category).

2. TERM

This Agreement shall be valid for a period till **31st MARCH 2026** months from the Effective Date ("Term") unless terminated in accordance with Clause.10 of this Agreement. This Agreement may be renewed on same terms and conditions or on such revised terms as mutually agreed between the Parties in writing.

3. BUDGET AND COMPENSATION

- 3.1. The services to be provided by the Agency shall be deployed towards marketing on offline and online media as specified in this Agreement. The aggregate amount to be deployed by the Client towards such marketing efforts are mentioned under Annexure A. The actual deployment of funds towards such expense by the Client shall be dependent upon a number of factors including any revisions based on Client's management assessment and which shall be mutually discussed between the Parties.
- 3.2. In consideration of the Services by the Agency, Client has agreed to pay compensation to the Agency as mentioned in *Annexure-III* of this Agreement ("Compensation").
- 3.3. The Compensation shall be exclusive of all present and future taxes, duties and levies as applicable from time to time, for the Services to be provided under this Agreement.

4. BILLING AND PAYMENT TERMS

4.1. Billing Terms:

- i. Agency will submit all Invoices in one go all Invoices raised from 01st to 31st of the month should be submitted client by 01st working day of Next month and accordingly tracker (in agreed format) will be shared of 03rd working day of the month in (M+33) and accordingly payments to be released before month end. For example, for all medium November'22 activity payments will be released by client before 31st Jan'23.
- ii. The Agency shall be entitled to raise a Media Invoice on Client as soon as any of the following documents is available to the Agency for the respective media activities:
 - In case of television media activities – Client approved estimate, copy of vendor bills.
 - In case of radio media activities – Client approved estimate, copy of vendor bills.
 - In case of print media activities – Client approved estimate, copy of vendor bills and tear sheets.
 - In case of online media activities – Client approved estimate, copy of vendor bills.
- iii. Any requests from Client to the Agency, for additional scope beyond the purview of Services or change in the existing scope of Services mentioned under *Annexure-I*, shall be subject to



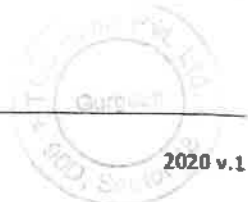
Strictly Confidential

additional cost. On receipt of such requests for additional scope or change in existing scope from Client, the Agency shall submit to Client an estimate for additional time required for such additional scope or change in existing scope, the impact of performing the additional scope on key milestones and the impact on cost (either estimated or fixed), and the Agency shall be entitled for the payment for such additional costs.

- iv. **Out-of-Pocket (OOP) Expenses:** The Agency with prior written approval of Client, shall raise invoices for all applicable Out-of-Pocket expenses incurred by the Agency in connection with the Services under this Agreement, for immediate settlement by Client. Out of Pocket expenses means the costs associated with (i) production works required in connection with the Services including but not limited to photography, film production, celebrity/ talent/ performer costs, printing, recordings, artwork, engravings, electros, and travel costs; (ii) preparation of packaging & labelling, exhibition & display material, and publicity & promotional material/ booklet/ brochures; and (iii) dispatch and carrier costs. For sake of clarity, it is specified that all the cost or expenses payable to the Agency in relation to the Services under this Agreement shall be pre-approved by the Client.
- v. The Agency shall along with the invoices and to the extent of practical possibility attach the relevant documentary proof of the specific Media activities undertaken.
- vi. If the invoicing process requires a Purchase Order (PO) to be raised, Client shall take full responsibility and ensures that all PO's are issued well in advance to the Agency. In case if Client fails to issue any PO, the Agency shall not be responsible for the same and there shall be no hindrance to the payments to the Agency due to non- availability of PO.
- vii. Queries or clarifications on invoices, if any must be raised by Client and communicated to the Agency within five (5) working days of submission of the invoice, failing which the invoice will be assumed to be correct and due for payment.

4.2. Payment Terms:

- i. Payments for the commission invoices and Media Invoices under this Agreement shall be paid within [REDACTED] Stricter credit terms, if mandated by Indian Broadcasting Foundation (IBF) and/or Indian Newspaper Society (INS) and/or Internet and Mobile Association of India (IAMAI) from time to time, shall overrule this agreed payment terms.
- ii. All payments shall be made in full without any withholding or deductions along with correct remittance advice, failing which Client will not be discharged of its liability.
- iii. **Third Party Advances:** The Agency reserves the right to require advance from Client for some aspects of the Services that are provided by third parties which are entered into by the Agency on Client's behalf. In such cases, the Agency shall inform Client and upon Client's approval, an invoice specifying the advance shall be raised by the Agency to Client for immediate settlement.
- iv. All delayed payments shall be subject to an interest 1% per month, if any and in case Client defaults in payment for any payment cycle, the Agency reserves the right to suspend the Services until all the outstanding payment is made in full. However, if any interest, penalty and/or any other cost is imposed on the Client due to the proven negligence, inaccurate or misrepresentation made by the Agency, then the Client is not liable to pay any interest or penalty to the Agency and the same shall be to the account of the Agency.
- v. All payments shall be made by at par payable cheques/ local cheques/ demand drafts/ pay orders payable at Mumbai drawn in favour of **TLG INDIA PRIVATE LIMITED** or by electronic fund transfer to the Bank account of the Agency. Client shall honor all the cheques issued to



Strictly Confidential

the Agency and in case of any dishonor of the cheques, Client shall bear the bank charges, interest or all other charges in that connection.

- vi. In the event of any revision of rates by any Media Owner, the Agency shall inform and take due approval from the Client and if the Client approves, approval only then the Client will reimburse to the Agency any such revised excess rate, as per the Agency's invoices pertaining only to the releases in Media. In case Client does not use space, time, schedule etc., entitling a negotiated rate, the Agency will bill for the difference between the negotiated rate and card/market rate, and Client will make the payment to the Agency after mutual discussion. The Agency shall not be liable for any loss caused due to failure of approval or timely approval by Client.
- vii. Agency shall make payments to all the third parties including vendors, suppliers, Media Owner's and sub-contractors only after receipt of payments from Client. In case of non-receipt of payment from Client, the Client shall be solely liable to such third parties engaged by the Agency for rendering Services pursuant to this Agreement.
- viii. Excess advance received, if any will be refunded only on collection from vendors of excess payments made.
- ix. In case of a payment dispute between Client and the Agency, Client agrees it cannot withhold payment for disputed amount if the Agency has advanced monies to any Media Owner for Media Invoice's based on estimated Media expenditures. As set forth herein, the Agency will make a reconciliation on the next monthly billing following the Agency's discovery and resolution regarding advertising that was not aired, inserted or used, or advertising that was aired, inserted or used incorrectly, or in case of a Media invoicing error. The Parties agree that their course of dealing may be used to resolve such dispute.
- x. With regard to a consolidated deal value agreed with a publication for several editions/publications/ insertions the Agency will allocate the value as appropriate which under no circumstances will exceed the total value authorized by Client under the relevant estimate.
- xi. Client hereby acknowledges and agrees that all invoices under this Agreement shall be raised by the Agency in digital format only. For clarity, the term "digital" means a non-editable PDF document digitally signed and sent to the Client electronically.

5. TAXES

5.1. Notwithstanding anything to the contrary in this Agreement, all the amount to be paid under this Agreement, shall be subject to the following GST provisions:

GSTIN of the Client is/ are as below:

Address of Premises	GSTIN
HONASA CONSUMER LIMITED	06AADCH9716L1Z8

- 5.2. **Claims and Liability:** The onus of providing correct registration number shall be on Client and the Agency shall not be responsible for any incomplete, wrong or erroneous information provided by Client. Any adverse repercussions arising out of not-providing/ providing incorrect GSTN shall be the sole responsibility of Client and the Agency will not be liable in any manner.
- 5.3. **Reference to existing laws:** The Compensation under this Agreement shall be exclusive of all applicable Indirect taxes, levies, duties, cesses and surcharges. Any indirect taxes (such as GST or any other proposed tax) will be charged and recovered over and above the amount of Compensation.



Strictly Confidential

- 5.4. **Invoicing:** If any advance payment is made by Client, it shall communicate and intimate to the Agency, the details of invoices against which adjustment of advances paid should be made within seven (7) days from date of issue of invoice to Client.
- 5.5. **Issuance of Credit Note:** In case of any adjustments in the Compensation agreed herein pursuant to the Agreement, a credit note shall be issued by the Agency. Such credit note should be accepted by Client on the GST portal as per the timelines prescribed in the Act. If the same is not accepted by the Client, because of which any additional tax liability/ interest/ penalty is assessed as payable by the Agency, such tax/ interest/ penalty shall be recovered by Agency from Client on actual basis.
- 5.6. If any tax proceedings are initiated against either Party, in relation to the transaction contemplated under this Agreement, the other Party shall fully co-operate by furnishing all information as available on timely basis as may be required by such Party, including but not limited to confirmation of booking/accrual of expense.
- 5.7. All payments shall be subject to tax deduction at source ("TDS") as per lower TDS certificate received from Agency else as per the applicable law and the TDS certificate will be issued in favour of TLG INDIA PRIVATE LIMITED within the statutory time and that should be reconciled with Form 26AS. Client agrees to indemnify Agency against all consequences whatsoever due to non-issue of the TDS certificate or non-deposit of TDS with the statutory authorities.
- 6. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP**
- 6.1. All intellectual property rights in and to the materials delivered by Client ("Client Materials") to the Agency for advertising and publicity shall always belong to Client and the Agency shall have no claim or right on any such Client Materials. Client hereby grants to the Agency a non-exclusive and sub-licensable license (only in case of engagement of third parties which are approved by Client) to use the Client Materials for performing the Services.
- 6.2. All materials created/ delivered by the Agency under this Agreement for Client shall at all times be the property of Client ("Work Product") provided all dues of the Agency are fully paid by Client and Work Product is accepted in writing by Client.
- 6.3. Further, Client's ownership on such Work Product is always subject to the rights granted by third parties' whose personal or propriety rights including intellectual property rights ("Third Party Materials") are furnished for use in the Work Product. If the Client desires to obtain any specific rights apart from the rights which such third parties agree to grant to the Agency, then the Client shall bear any and all such additional costs and expenses that may be required by the Agency to obtain such specific and additional rights for Client. The Agency shall make reasonable efforts to obtain releases, permissions and licenses from the third parties for the Third Party Materials. Further, the Agency shall be obligated to transfer to Client, any rights, interests or licenses in third party intellectual property used in Work Product only to the extent received by the Agency from such third parties.
- 6.4. Client shall obtain necessary rights, permissions and license to the materials/ information that Client supplies to the Agency for the performance of Services and use in Work Product. Client will be responsible for the accuracy, sufficiency, legality of such materials/ information supplied by Client for substantiation of any claims concerning Client products or services and information about Client's industry or category.
- 6.5. It is specifically understood and agreed that the Agency shall retain rights owned by or licensed to the Agency in connection with any tools, methodologies, know-how or technology used by the Agency ("Agency Materials") in the performance of the Services. Further, the Agency retains the right to use the general knowledge, experience and know-how acquired by it in the course of performing the Services for Client (except to the extent the same constitutes Confidential Information under this Agreement or is Client's proprietary property).



Strictly Confidential

- 6.6. Client agrees that it shall be responsible for the final decision to use the Work Product under this Agreement, and/or trademark based on its independent evaluation of the scope and level of trademark investigation which Client deems appropriate, (including full trademark searches), and Client alone shall be responsible for deciding whether to file for, and actually filing for, such trademark registrations. The Agency shall not be required to apply for any registration of any intellectual property rights for and on behalf of Client.

7. APPROVAL OF AUTHORITY

- 7.1. The Agency shall obtain prior written approval from the authorized person so designated by Client before executing any advertising idea, plan, program or campaign. In executing an approved advertising ideas, plan, program or campaign, the Agency shall always seek the approval for artwork, layouts, scripts, storyboards, captions, prints and other related materials including the advertising space, date, time, schedule, duration, time band, size, spots, channel, publication, edition etc. ("**Approval Materials**").
- 7.2. Client will approve all estimates at least four (4) days for mainline activities and at least 1-2 days for digital activities before the start of the activity (considering the campaign deadlines) or as per mutual discussion and approval. In the event where there are changes to original estimate with regards to Approval Materials arising as a result of rescheduling and drops by the channel/publication/ edition where the value is not in excess of the original signed estimate, no re-approval will be required. Prior written approval (emails permitted) will be taken by the Agency from Client on supplementary estimate for value in excess of the original estimate. In the absence of a signed estimate, minutes of meetings to confirm the placement of advertisements in any Media will be treated as an official sanction and authority from Client.
- 7.3. Client shall give prior instructions and approvals in writing. Where the instructions and approvals are conveyed orally due to urgency of the work, the Agency's written confirmation of the oral instructions and approval by Client shall be final and binding on Client.
- 7.4. The Agency may represent Client before any and all Media Owner's for the sole purpose of performing the Services under this Agreement. Such representation as permitted by law and as applicable to the Services under this Agreement:
- i. may include representation to be made to industry bodies, including but not limited to Indian Newspaper Society "INS", Advertising Agencies Association of India "AAAI", Indian Broadcasting Foundation "IBF", Internet And Mobile Association of India "IAMAI", Association of Radio Operators for India "AROI", Prasar Bharati - Doordarshan "DD", All India Radio "AIR", etc., on issues directly pertaining to prevalent, proposed or emerging advertising practices in the country; and/or
 - ii. may include representation to research societies, academic and statutory institutions, other industry associations and for that may be formed in future for the specific benefit of a group of or all advertisers, of which Client is a member.
- 7.5. If in case Client enters into any direct deals or engagements with any Media Owner for similar Services under this Agreement, all such deals shall form part of separate contractual arrangements between such Media Owner and Client. The Agency shall not be held liable for any disputes arising out of such direct deals or engagements.

8. MODIFICATION AND CANCELLATION

- 8.1. Any request by the Client for cancellations or revisions of Approval Materials or modification in Media purchases, shall be made within fifteen (15) days prior written notice to the Agency. The Agency shall make such cancellations or revisions only if the same is permitted by the terms of contract entered into by the Agency with the respective Media Owner on behalf of the Client.



Strictly Confidential

- 8.2. In case the Approval Materials, approved by Client is released to any Media according to Client's instructions and then found to contain errors or omission in the Approval Materials, Client shall be fully responsible for the charges/ costs associated with the reprinting/ republishing/ duplication of the revised Approval Materials in the respective Media and such charges/ costs shall be paid by Client to the Agency, within seven (7) days of the receipt of the invoice/ debit note for the same.
- 8.3. In the event any change is requested by Client post execution of the Approval Materials with the Media Owner, the same shall be subject to the terms and conditions of the deal or engagement so entered into by the Agency with the respective Media Owner on behalf of the Client, and the Client shall also be bound to such terms and conditions.

9. CLIENT OBLIGATIONS

- 9.1. Client shall cooperate with the Agency in relation to the Services including giving clear briefings to the Agency and approving the Approval Materials from time to time.
- 9.2. If the Agency's performance of its obligations under this Agreement is prevented or delayed by any act or omission attributable solely to Client or its employees, such failure or delay in performance on the part of the Agency shall not constitute a breach of this Agreement by the Agency and Agency shall not be liable for any costs, charges or losses sustained or incurred by Client that arise directly or indirectly from such failure or delay.
- 9.3. Client shall not, at any point of time, represent the Agency to Media and or any other forum, without specific and written authorization of the Agency.
- 9.4. Client shall be responsible for all third party contracts including but not limited to Media Owner's, entered into and/ or orders placed by the Agency on Client's behalf, provided that such third party contracts and/ or orders are approved in advance by Client.

10. CONFIDENTIALITY

- 10.1. As used in this Agreement, the term "Confidential Information" shall mean all information about either Party's business, business plans, customers, price lists or pricing structure, strategies, trade secrets, operations, records, finances, assets, technology, project specific details, data and information that reveals the processes, methodologies, technology or know how by which either Party's existing or future products, services and methods of operation are developed, conducted or operated; and includes personal information.
- 10.2. Either Party ("Disclosing Party") may disclose Confidential Information to the other Party ("Receiving Party") for the purpose of this Agreement. The Receiving Party agrees to deploy reasonable care and keep in confidence any Confidential Information shared by the Disclosing Party, and shall not (i) distribute or disclose any of the Confidential Information in any manner, or (ii) permit any third party access to the Confidential Information, or (iii) use the Confidential Information for any purpose other than as agreed in writing by Disclosing Party.
- 10.3. Notwithstanding the foregoing, Parties may disclose the Confidential Information to their affiliates, employees, subcontractors, Parties' auditor only on need to know basis and only such portion of Confidential Information as reasonably needed by such parties to collaborate for the performance of this Agreement, provided however, such parties must have entered into a confidentiality agreement or have agreed upon corporate confidentiality rules, the obligations of which are at least as stringent as those contained under this Agreement. Specifically, the Agency agrees to disclosure of the details relating to this Agreement to be included in any offer document or other documents to be prepared in connection with a public offering by the Client.
- 10.4. Confidential Information shall not include any information which:



Strictly Confidential

- i. has become generally available to the public, other than as a result of disclosure by Receiving Party in breach of this Agreement; and/or
 - ii. was available to Receiving Party on a non-confidential basis as shown in written records prior to its disclosure to Receiving Party by Disclosing Party; and/or
 - iii. becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party; provided that such source is not bound by a non-disclosure agreement with Disclosing Party or is otherwise prohibited from transferring the information to Receiving Party by a contractual, legal or fiduciary obligation; and/or
 - iv. is independently developed by Receiving Party without any use of or benefit from the Confidential Information and such independent development can be documented by Receiving Party with written records.
- 10.5. Receiving Party may disclose Confidential Information of the Disclosing Party if it is required to be disclosed by law or at the request of any governmental body or court of law provided that the Receiving Party shall notify the Disclosing Party, to the extent permitted by law, of such requirement as soon as practicable.
- 10.6. The obligation of the Receiving Party to protect the Confidential Information under this Agreement shall survive for a period of three (3) years from the termination or expiration of this Agreement.
- 10.7. The Agency acknowledges and agrees that during the Term of this Agreement, the Agency may come to know about the upcoming Products, marketing strategies, idea or slogans or suggestions which shall constitute the Confidential Information and shall remain an exclusive property of the Agency. Such information may be provided to the TLG India by the Client as a part its obligation under this Agreement. Such information shall not be used or disclosed to any other person for any other purposes without the prior written agreement of the Client.

11. TERMINATION

- 11.1. This Agreement may be terminated by either Party by giving thirty (30) days prior notice in writing to the other without being required to assign or give any reasons.
- 11.2. Notwithstanding anything herein contained, either Party shall have the right to terminate this Agreement forthwith upon the other making any arrangement or composition with the general body of its creditors or having a winding-up order passed against it or going into liquidation, voluntary or otherwise, otherwise than for the purpose of reconstruction or amalgamation.
- 11.3. Either Party may terminate this Agreement for material breach by giving a thirty (30) days written notice to the defaulting Party, in case the defaulting Party fails to remedy the material breach within thirty (30) days of receipt of written notice stating the breach from the other Party.
- 11.4. Failure of Client to pay Agency in a timely manner will constitute a material breach of this Agreement.

12. EFFECTS OF TERMINATION

- 12.1. Upon termination of this Agreement for any reason whatsoever, and on payment of all dues by Client to the Agency:
- i. The Agency shall forthwith discontinue use of Client's brands/ trademarks and shall not make any use whatsoever of the information/ materials disclosed or communicated to it by Client hereunder;

Strictly Confidential

- ii. The Agency shall forthwith return and deliver to Client, the Client Materials provided by Client to the Agency, whether soft or hard, without making any copies whatsoever, physical or electronic; and
- iii. The Agency shall transfer or return to Client all Confidential Information in Agency's possession, provided by Client to the Agency under this Agreement.

12.2. Upon termination of this Agreement for any reason whatsoever:

- i. Client shall pay all amounts as per approved estimates and to clear all outstanding dues of the Agency, before commencement of relationship with the new agency and this period in no case exceed the normal credit period awarded to Client under this Agreement;
- ii. Client shall return to Agency, the Agency's Materials including presentations, analyses, tactical planning and buying strategy documents, and any other similar material, whether soft or hard, without making any copies whatsoever, physical or electronic; and
- iii. Client shall transfer or return to the Agency, all Confidential Information in Client's possession, provided by Agency to the Client under this Agreement.

13. CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES

- 13.1. The Agency agrees to provide Agency's Services to Client under this Agreement, at all times, as an agent for a disclosed principal, and nothing contained in this Agreement shall be construed to create between the Parties the relationship of employer and employee, partners or joint ventures.
- 13.2. In all its dealings with the Media Owner's, the Agency's status shall always be that of a consultant and implementer and not the principal, including for the purpose of purchasing materials and engaging the service of the Media Owner's and/or third parties for the production/release of advertisements and sales promotions, which are necessary for providing the Services under this Agreement. Client hereby appoints the Agency as its agent, provided that the Agency shall at all times be bound under this Agreement to conduct assignment as instructed by Client from time to time in accordance with the directions so given by Client.
- 13.3. For carrying out its obligations under this Agreement, the Agency as an agent of Client shall not be responsible at any point of time, or be asked for nor expected to, fund Client activity on Client's behalf nor shall be it responsible to stand guarantor or surety for and on behalf of Client in respect of all its financial dealings pertaining to this Agreement with the Media Owner's.
- 13.4. In respect of the assignment as agreed in this Agreement, Client shall not contract directly with any other advertising agencies or with any Media Owner's for the purpose of the release of the advertisement/ campaign through any Media included in the Services to be provided for by the Agency to Client without giving prior intimation to and securing concurrence of the Agency in writing.

14. SUBCONTRACTING AND ASSIGNMENT

- 14.1. The Agency shall not subcontract any of the Services to any third parties without obtaining Client's prior written approval. If such approval is given, the Agency shall be responsible for the Services provided by such third parties. However, the Agency may sub-contract the Services to any of its other affiliates or group companies.
- 14.2. At no time during the Term of this Agreement, either Party shall have the right to assign any of its obligations under this Agreement to any third party without the prior written consent of the other Party.

15. NON-SOLICITATION/ NON-HIRE



Strictly Confidential

- 15.1. During the Term of this Agreement and for twelve (12) months thereafter the Client agrees not to solicit or induce any Employee (as defined below) of the Agency to terminate his or her employment with the Agency or to Hire (as defined below) any Employee of the Agency without the prior written approval of the Agency. If the Client makes an offer or provides employment for any kind of services, directly or indirectly to any Employee, during the above stated term, then the Client shall be liable to pay to the Agency an amount which is two (2) times of the total CTC offered to such Employee by the Client.
- 15.2. For purpose of this clause 14, "Employee" shall mean current employees or persons employed within six (6) months prior to the activity prohibited by this clause 14. "Hire" shall mean employment or any type of independent contractor relationship or engagement.

16. INDEMNITY

- 16.1. Notwithstanding anything to the contrary contained in the Agreement or otherwise, the Agency shall indemnify, keep indemnified and hold harmless Client from and against costs, expenses, charges, damages, liabilities, losses, penalties, interests of any kind which may be incurred, suffered, brought or threatened against Client arising out of (and only to the extent of) a breach by Agency of:
- i. infringement of intellectual property rights of any third parties in the performance of Services under this Agreement;
 - ii. any grossly negligence or willful act, fraud or omission or misconduct of, or by Agency or any of its personnel or agents; and
 - iii. non-compliance of applicable laws including privacy related obligations.
 - iv. breach of any of the provisions, undertakings, representations, warranties and covenants contained herein provided that such breach(s) lead to a 3rd party claim / loss / action against the Client;
- 16.2. Notwithstanding anything to the contrary contained in the Agreement or otherwise, Client shall at all times defend, indemnify, keep indemnified and hold harmless the Agency from and against costs, expenses, charges, damages, liabilities, losses, penalties, interests of any kind which may be incurred, suffered, brought or threatened against Agency arising out of:
- i. Client Materials and/or any reason whatsoever relating to the information supplied by Client and/or any of its creative agencies to the Agency in furtherance of the Agency's Services under this Agreement;
 - ii. any and all claims made by Media Owners or third parties as a result of commitments made by the Agency pursuant to Client's authorization;
 - iii. failure by Client to make any payment to the Agency for any Services rendered pursuant to this Agreement;
 - iv. placement of any Approval Materials in Media by the Agency for Client;
 - v. willful change, rejection, cancellation or stoppage by Client of any and all Media plans or schedules;
 - vi. any grossly negligence or willful act, fraud or omission or misconduct of, or by Client or any of its personnel or agents or creative agency sub-contractors; and
 - vii. non-compliance of applicable laws including privacy related obligations.
- 16.3. Indemnity Procedures. The Party seeking indemnification (the "Indemnified Party") will promptly notify other Party (the "Indemnifying Party") in writing of any claim received by Indemnified Party



Strictly Confidential

that is subject to indemnification hereunder. A failure to give this notice will not waive the Indemnified Party's rights except and only to the extent that the rights of the Indemnifying Party are actually prejudiced by this failure to give notice. If the Indemnifying Party requests assistance, the Indemnified Party will, to the extent that it is not adversely affected, reasonably cooperate with and assist the Indemnifying Party at Indemnifying Party's expense. The Indemnifying Party will assume sole control of the defense and settlement of the claim. The Indemnifying Party may not settle the claim without the Indemnified Party's written consent (provided such consent shall not be unreasonably withheld) unless the settlement (1) includes a release of all covered claims pending against the Indemnified Party; (2) contains no admission of liability or wrongdoing by the Indemnified Party; and (3) imposes no obligations upon the Indemnified Party other than an obligation to stop using any infringing items. This clause shall survive the termination or expiration of this Agreement.

17. LIMITATION OF LIABILITY

17.1. Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, loss of profits or revenue, loss of opportunities, loss of savings, loss of data or loss of use damages arising under or in connection with this Agreement, even if the Party has been advised of the possibility of such damages. Nothing in the foregoing provisions shall preclude either Party from obtaining injunctive or other non-financial relief to which it is entitled.

17.2.



18. COMPLIANCE WITH LAWS

18.1. Each Party undertakes that it will comply with all applicable laws, statutes, regulations and codes including anti-bribery, anti-corruption and data protection, and it shall maintain in place all policies and procedures necessary to ensure the compliance with the aforesaid.

18.2. It is understood and agreed that Client being the advertiser, has the responsibility for compliance with all applicable laws, rules and regulations as may be applicable to Client's advertising or methods of conducting business that are relevant to this Agreement. Further, Client shall comply with the industry guidelines prescribed from time to time, by applicable industry bodies including but not limited to IBF, INS, ASCI, AAAI, JAMAI, DD, AIR and AROI.

18.3. As member of the AAAI, the Agency is bound by the rules and regulations and standard principles, practices and norms of operation, whether shared expressly with Client or not, and Client shall make best efforts and endeavors to assist the Agency to comply with any and all such laws rules and regulations.

18.4. Nothing in this Agreement will be deemed to require Agency to undertake any act or perform any Services, which in Agency's good faith judgment, would be misleading, false, libelous, unlawful, infringing, tortious, in breach of a contract or otherwise prejudicial to Client's or Agency's interests (e.g., in bad taste or offensive or insensitive to a group protected by federal, state or local laws, ordinances or regulations prohibiting discrimination).

19. PERSONAL INFORMATION AND DATA PROTECTION

19.1. Personal Information means any information from which a living individual can be identified and as defined in the Privacy Rules of India. Sensitive Personal Information means Personal Information relating to password; financial information such as bank account or credit card or debit card or



Strictly Confidential

other payment instrument details; physical, physiological and mental health condition; sexual orientation; medical records and history; biometric information; any detail relating to the above as provided to or received by the Agency for processing or storage. For the purpose of this Agreement, Personal Information and Sensitive Personal Information are collectively referred to as "Personal Information".

- 19.2. In relation to Personal Information, both Parties hereby undertakes to comply with the applicable privacy laws of India including without limitation the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (Privacy Rules of India) and other applicable privacy laws and rules as may be in force or amended from time to time.
- 19.3. If at any time Client provides Personal Information to Agency, Agency will act only in accordance with the written instructions of the Client in relation to the processing of Personal Information as part of providing Services to the Client (including without limitation instructions in relation to the return or destruction of Personal Information).

20. LEGAL REPRESENTATION

- 20.1. Agency represents and warrants that its corporation is duly formed and is standing in good order under the laws of India to perform the Services required to be performed under this Agreement lawfully.
- 20.2. Client represents and warrants that its corporation is duly formed and is standing in good order under the laws of India to perform its obligations required to be performed under this Agreement lawfully.

21. FORCE MAJEURE

Any delay or failure of either Party to perform its obligations will be excused if, and to the extent that, it is caused by an event or occurrence beyond the reasonable control of a Party and without its fault or negligence, including, but not limited to acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, pandemics, epidemics, windstorms, explosions, riots, terrorist actions, natural disasters, wars, sabotage, labor problems (including lockouts, strikes, lockdowns and slowdowns), inability to obtain power, materials, labor equipment or transportation, or court injunction or order ("Force Majeure Event"); provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the Party claiming delay or failure under this paragraph to the other Party as soon as possible after the event or occurrence (but in no event more than seven (7) business days after the Force Majeure Event begins). If the Force Majeure Event continues for a continuous period of more than thirty (30) consecutive days, either Party shall be entitled to terminate the Agreement forthwith at any time thereafter after written notice to the other Party. Neither Party shall have any liability to the other in respect of termination of this Agreement as a result of a Force Majeure Event.

22. ARBITRATION

Any disputes, controversies or disagreements relating to this Agreement, including but not limited to any question regarding its existence, validity or termination, shall be settled amicably by the Parties. In case of failure of the Parties to settle such dispute/s within fifteen (15) days of one Party giving notice of such dispute/ breach to the other Party, either Party shall be entitled to refer the dispute to the sole arbitrator who shall be appointed by mutual agreement of both the Parties. The arbitration proceedings shall be conducted in New Delhi and the same shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 in force or any subsequent amendment or re-enactment thereof. The language of arbitration shall be English and the award passed thereof shall be binding on both the parties.



Strictly Confidential

23. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree to the exclusive jurisdiction of the Courts in New Delhi.

24. GENERAL

24.1. **Notices:** All notices required or permitted by this Agreement shall be in writing and shall be delivered by hand delivery, reputed courier, registered AD to a Party at the following addresses:

To the Agency

Attention: **MR. TANMAY P. MOHANTY**

Address: **PLOT 90 D SECTOR-18, UDYOG VIHAR, PHASE-IV, GURGAON,
HARYANA-122015**

To the Client

Attention: **HONASA CONSUMER LIMITED**




Address: **PLOT NO.63, 4TH FLOOR,
SECTOR-44, GURGAON, HARYANA**

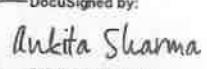

- 24.2. **Waiver:** Waiver by either Party of any breach or failure to comply with any provision of this Agreement will not be construed as, nor constitute, a continuing waiver of that provision or a waiver of any other provision of this Agreement.
- 24.3. **Survival:** Provisions of this Agreement, the performance of which by either or both Parties, or by their sense and context, are intended to survive, will survive the completion, expiration, termination or cancellation of this Agreement.
- 24.4. **Invalid Provisions:** The Parties agree to attempt to substitute for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.
- 24.5. **Conflicts:** In the case of any discrepancy or conflict between the provisions of this Agreement and any other agreement, this Agreement will prevail.
- 24.6. **Stamp Duty /Registration:** The Parties herein expressly agree that amount of stamp duty/ registration charges if any payable in respect of this Agreement shall be borne and payable by Client as per prevailing laws.
- 24.7. **Attachments/Annexures:** Each Attachment/Annexure to this Agreement is incorporated into this Agreement by reference and shall be considered an integral part of this Agreement.
- 24.8. **Amendment:** This Agreement may be changed or amended in writing signed by both the Parties to this Agreement.
- 24.9. **Entire Agreement:** This Agreement, together with all attachments/ annexures, constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and will supersede all prior oral or written representations and agreements.
- 24.10. **Counterparts:** This Agreement will be executed in duplicate and one copy will remain with Client and the other with the Agency. Each of which will be deemed an original, but both will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hands on the day and year first herein above mentioned.



Strictly Confidential

<p>SIGNED SEALED AND DELIVERED For Client HONASA CONSUMER LIMITED</p> <p>DocuSigned by:  5004179B6A9D461</p> <hr/> <p>Name: RAMANPREET SOHI Designation: AUTHORIZED SIGNATORY</p>	<p>SIGNED SEALED AND DELIVERED For Agency TLG INDIA PRIVATE LIMITED THROUGH ITS DIVISION ZENITH</p> <p> Tanmay Mohanty (Dec 12, 2022 15:20 GMT+5.5)</p> <p></p> <hr/> <p>Name: MR. TANMAY P. MOHANTY Designation: CEO</p>
--	---

<p>Witness:</p> <p>DocuSigned by:  0684D98058BE4E4</p> <hr/> <p>Name: Designation: Ankita Sharma</p> <p>General Manager-Legal</p>	<p>Witness:</p> <p> Prateek Sinha (Dec 12, 2022 14:06 GMT+5.5)</p> <hr/> <p>Name: PRATEEK SINHA Designation: FINANCE DIRECTOR</p>
---	---

Strictly Confidential

ANNEXURE-I

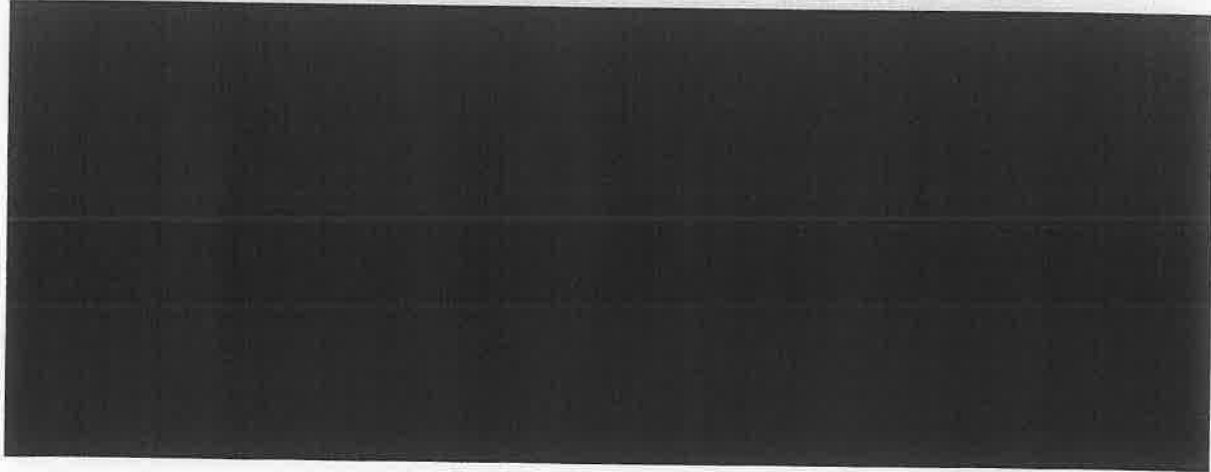
SCOPE OF SERVICES

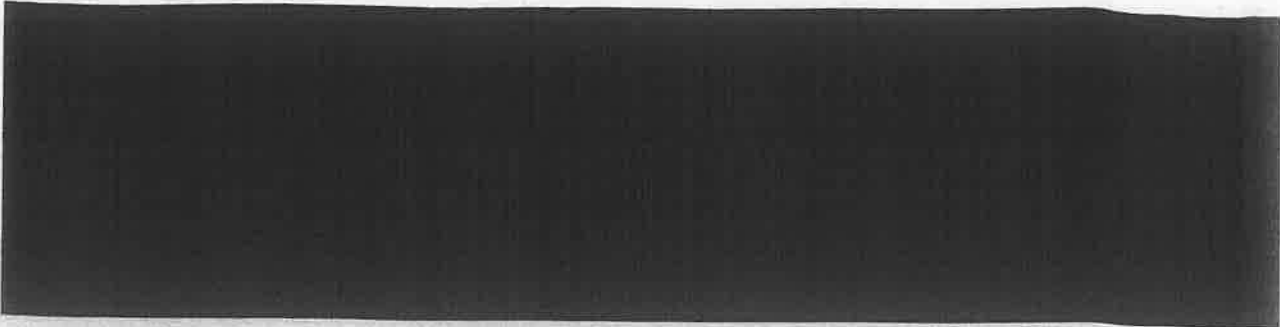
1. In consideration of Client paying the Compensation to the Agency as its agent for undertaking the assignment in accordance with this Agreement, the Agency shall render to Client the following Services for effective and better promotion, advertisement and management of the products/ brands listed in Annexure-II:
 - **PLANNING:** Includes construction, monitoring and suitable modification of monthly or tactical media plan including selection of media mix, construction of schedules and evaluation of media deliveries of such schedules using syndicated or other tools within the agreed timelines.
 - **BUYING:** Formulation and execution of media investment (buying) strategy for Client at the most competitive rates - brand portfolio, accumulation of time and space inventory and their allocation amongst various brands, management and administration of inventory, identification, creation and exploitation of media opportunities, estimation, release, material coordination, Media Owner bill processing, invoicing, collection and payment, regular and periodic monitoring and reporting of desired vs. actual media deliveries.
 - **IMPLEMENTATION:** of media plans of Client.
 - Media evaluation will be shared as a part of the post campaign analysis which covers the media deliveries for the campaign. Any impact on business will be derived from the analytics of the campaign which will be separate scope of work and fee.

(The services agreed to be supplied by the Agency to Client as mentioned above shall be hereinafter collectively referred to as the "Services").

2. **Additional Services:**

Any other services apart from those mentioned herein above, may be provided by the Agency (like Indoor/Outdoor, television, Social Media, Digital Media etc) to Client upon specific request being made by Client in writing to the Agency and the same shall be paid for by Client upon the Agency raising a separate invoice on the basis of mutually agreeable fee, which is additional to the Compensation specified in this Agreement. Such additional services includes, to make strategic recommendations, market prioritizing, press duplication materials, approval of creative, representing Client or any of its subsidiaries to industry bodies such as Advertising Standards Council of India (ASCI) and Central Consumer Protection Authority (CCPA) regarding disputes arising out of the use of the creative content as a incidence of the assignment undertaken by the Agency.





ANNEXURE-II
COMPENSATION

1.1. Part I: Media Commission:

the Agency will also be eligible for a maximum commission of [REDACTED] for Mainline activity (Television, Press and Radio) and [REDACTED] for Digital ("Media Commission"). On Content services commission of [REDACTED] (subject to discussion between the parties and scope of work) will be charged by agency but wherein brand team is managing Content creation normal commission of [REDACTED] will be charged by agency on Net Spends. Other Services availed like content, IP, outdoor, sports, activation will be charged as per the activity as per mutually agreed terms.

- 1.2. Spot monitoring charges, additional to the ordinary service, if any (at actuals) and also for pre-approved travel, lodging and boarding undertaken by the Agency personnel on specific assignments, subject to Client's policy regarding the same.
- 1.3. Client hereby agrees to pay at actual all direct out-of-pocket expenses which are not normally regarded as the Agency function including but not limited to postal, freight, insurance etc., charges incurred by the Agency in dispatching advertising materials, call, telephone, fax, conveyance charges etc., in the execution of the work done on Client's behalf.
- 1.4. Legal fees on matters directly related to the Media planning/ advertising of the products/brands assigned to the Agency by Client under this Agreement, are billable to Client at cost.
- 1.5. Any Media surcharges imposed on the Agency due to late payment by Client of the Agency's invoices.
- 1.6. Any Media cancellation charges imposed on the Agency as a result of Client's requirements.
2. Compensation excludes all direct expenses, specific to business category, specific research purchases, and out-of-pocket costs of special focused research initiatives to improve Media effectiveness, direct expenses of market visits, specific travel and stay for. These expenses will be billed to Client on actuals and are payable within ten (10) days of the receipt of invoice.

