

Date Mar 31, 2022
From Mayank Sharma
To Zeri Maurya
Client Gallantt Metal Limited
Agency Nexus Alliance Advertising & Marketing Pvt Ltd
Agency GSTIN 07AADCN0612P1ZF
Period Apr 2022 - Mar 2023

FCT ENTITLEMENTS

Channel	Timeband	Days	FCT
CNBC Awaaz	0800-1800	Mon-Fri	33350
CNBC Awaaz	1800-2300	Mon-Fri	33350
		TOTAL	66700

Plus,
16 week of Associate sponsorship

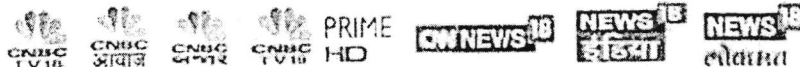
Total Investment (Net) -

Warm Regards,
Mayank Sharma

Abhinav Kumar
Phase-II
New Delhi-20

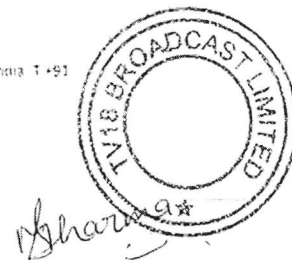
Please Note:

- * All program names, timings and concepts are tentative and are subject to change
- * As per established industry practice between agencies and advertisers, advertising agency will charge an amount not exceeding plus taxes to the advertiser, including for the services provided by them to the advertiser
- * GST Detail : Unit Number 428, 4th floor, Westend Mall, Mai Najafgarh Road, Near District Centre, Janak Puri, New Delhi - 110058. GSTIN : 07AACCG3666M3Z7



TV18 Broadcast Ltd.
CIN L74300MH2005PLC291754

Reg. Office: Empire Complex, 1st Floor, 414, Sector 15, Lower Parel, Mumbai - 400013, India. T +91 22 6656 7277 F +91 22 2496 8238 W www.tv18.com





Terms and conditions

The Deal for advertisement will be duly signed by the Advertising Agency/Advertiser and the Broadcaster and the same should be treated as a contract binding on the parties and the terms and conditions mentioned herein will be considered as the final document of understanding and no other document/s will be taken into consideration to form a part of this Deal.

- 1) All rates will be for duration of 10 seconds & rates for the spot(s) will be in INR or any other currency (as the case may be)
- 2) The Deal will be for a total value of INR (plus taxes) for the Deal period of 12 month and if the same is not confirmed by Dt 10 Apr 2022 rights to revalidate or renegotiate will be with the Broadcaster.
- 3) Airing of this Deal is restricted within the territory of India only (spill over exempted) Spill overs should not be considered as any kind of sale under this Deal.
- 4) Applicable Tax and/or all other duties / levies and/or any Cess, including but not limited to stamp duty as applicable from time to time, over and above the deal value shall be borne and paid by the advertising agency / advertiser.
- 5) Utilization of Deal deliverables on a channel has to be completed within the Deal period. In case of underutilization of the Deal value, the differential shall be billed to the advertiser and the advertisers' agree that the same will be honoured.
- 6) No breaks will be allowed in between the Deal period, unless the channels have to do so due to unavoidable circumstances.
- 7) Deal Extension requests if any would be in the form of a new Deal on the then prevailing rates
- 8) Advertising Agency/Advertiser shall not have the right to either re-negotiate or terminate this Deal.
- 9) The Advertising Agency/Advertiser will acquire requisite permissions from the advertiser for the Broadcaster, if the Broadcaster after the completion of the Deal period chooses to repeat telecast/broadcast, license, syndication of contents of its programs wherein the contents will and/or may consist of the logo and/or brand name of the Advertiser, the Broadcaster may/will not amend / delete the logo and/or brand name of the Advertiser from its program(s) and will have all the right to Deal with the logo and/or brand name in the manner it deems fit. The Advertising Agency/Advertiser will be responsible for any such claims / allegations, if any, made by the advertiser for the aforesaid
- 10) Complete Release Orders (RO) with all relevant details e.g. Comm. ID etc. filled in must be received by the Broadcaster 4 (Four) days prior to the first date of telecast. Advertising Agency/Advertiser will ensure to deliver all related materials along with the aforesaid
- 11) Authorized Advertising Agency/ Advertiser on record, must issue Release Orders duly signed and stamped for their spot/sponsorship bookings to the Broadcaster
- 12) Release Orders received by Electronic mails from official IDs will be treated as final and will be considered as "Binding Release Order".
- 13) Re-schedules will be accepted by the Broadcaster only if the said request is received by the Broadcaster 4 (Four) working days prior of the scheduled telecast of the spot, and cancellations, if any will require 7 (Seven) working days' notice. Any cancellations raised in a month the Authorized Advertising Agency / Advertiser will ensure "make good" for the same within the same calendar month.
- 14) The Deal is non-cancellable and non-negotiable.
- 15) For impact properties and sponsorship Deals, the advertiser has to consume the committed seconds on the said property. No banking of committed seconds will be allowed.
- 16) Sponsorship are subject to availability. Sponsorship does not entitle for any specific positioning of the spots (if any) in breaks nor any specific positioning of the sponsor in the tag.
- 17) Duration of sponsorship tag is subject to change at the discretion of the Broadcaster and does not form the part of any committed Deal.



PRIME
HD

ON NEWS 18

NEWS 18
इंडिया

NEWS 18
लोकसत्ता

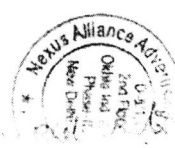
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- 18) All sponsorship are valid for the current season that features within the Deal period of the property only, any repeat telecast post the Deal period may / may not carry the sponsor logo.
- 19) The Broadcaster does not offer any product/category exclusivity. The commercial schedules are subject to change in case of live coverage/ special events etc. Positioning of spots will be at the sole discretion of the Broadcaster.
- 20) The Broadcaster shall have the right to drop/delay/reschedule the broadcast of any advertisement due to any editorial requirements including but not limited to breaking news events, coverage of important events etc. despite agreeing to any special conditions (including placement of advertisements in the same commercial breaks/running of two simultaneous broadcasts of the same advertisement etc. stipulated in the Release Order and the same will not be disputed by the advertiser
- 21) Telecast Certificate's will not be issued for ANY kind of NON-FCT components and the Advertising Agency/Advertise shall accept the same.
- 22) Advertising Agency/Advertiser will ensure that all the Commercial will be complied with the Standards & Practices clearance and technical checks.
- 23) Broadcaster will raise bills (in duplicate) on the Advertising Agency for an Advertiser and arrange to send the same to the Advertising Agency for onward delivery to the respective Advertiser.
- 24) Broadcaster will be sending electronic Bills to the Advertising Agency for the advertisement telecast on the channel through an Email sent to the authorized email ID of the Advertising Agency/Advertiser as officially communicated in writing or as mentioned in the Deal. Such Electronic delivery of the bills shall be considered as valid delivery of the bills and would be binding on the Parties.
- 25) Payment Terms.
 - a) AAAI Agencies - All bills are payable as per the prevailing IBF guidelines.
 - b) Non-AAAI Agencies - All bills are payable as per the prevailing IBF guidelines.
 - c) Payment terms may vary depending on the IBF categorization.
- 26) All payments will be made against the Bills in Indian Rupees and will be paid to the Broadcaster Directly or to their Agent in India, as the case may be.
- 27) Bills shall duly be raised on monthly basis for all activities like events, specials, FCT, Non FCT etc. Payment for the same has to be made whenever the bill gets due, unless it is in advance. Bills will need to be cleared irrespective of the fct, paid or bonus is consumed. Any FCT not consumed before the Deal period will lapse. The broadcaster will not be liable for any refund in case of any pre billing.
- 28) Bills submitted by the Broadcaster to the Advertising Agency/ Advertiser are to be considered as the final proof of telecast of spots.
- 29) The fee/consideration mentioned in this contract is excluding Applicable Taxes, which shall be charged separately as per the applicable rates. Please note that the Broadcaster undertakes the responsibility for payment of taxes and in no situation taxes shall be payable by the service recipient under reverse charge, unless the contract specifically provides otherwise. The Broadcaster shall charge the tax on its bill, collect the same from the service recipient and deposit such tax with the Government Authorities.
- 30) All bills overdue for more than 30 days will attract interest @ 2% per month and the same will not be disputed by Advertising Agency/Advertise
- 31) All the disputes and differences arising between the parties hereto, including any dispute or difference in regard to this Deal will have the jurisdiction in India and the applicable laws will be Indian Law.
- 32) Advertising Agency/Advertiser will ensure that the content/commercial submitted is/are not obscene or blasphemous or defamatory of any event and/or person deceased or alive and will be as per the guidelines Advertising Standards Council of India and such other Indian laws and the responsibility of the same will be borne by Advertising Agency/Advertise and not Broadcaster



PRIME HD

CN NEWS 18

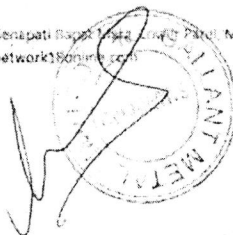
NEWS 18 इंडिया

NEWS 18 मद्रास

TV18 Broadcast Ltd.

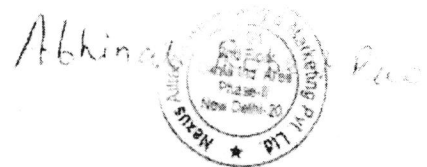
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TV18**Network 18**

- 33) Advertising Agency/Advertiser agrees to indemnify and keep safe the Broadcaster from and against all and/or any claims, costs, and proceedings, by any other person, party, company or organization. Advertising Agency/Advertiser shall also hold the Broadcaster harmless against any form of legal proceedings that might for any reason in respect of this Deal
- 34) The Advertising Agency/ Advertiser agrees to abide by all the rules and regulations, directions, notifications, orders, awards, etc. laid down by any government, semi government, local bodies, authorities etc.
- 35) The Release Order will be referred exclusively for the purpose of scheduling of spots only, other than that no other instructions/ information will be accepted.
- 36) The agency hereby represents and warrants to the broadcaster that: (a) the advertisement does not violate rights of any third party including but not limited to that of the music composer, lyricist, singers and that of music publisher; (b) all rights including the copyright in the advertisement is owned by the advertiser for the purpose of its broadcast on the broadcaster's TV channels and/or digital platforms; (c) any and all performance royalties payable to the authors of the works incorporated in the content of the advertisement has been or shall be paid by the advertiser or the agency on behalf of the advertiser; and (d) communication to the public shall be deemed to have been done by the advertiser at whose instance the broadcaster broadcasts the advertisement on its TV channels and/or digital platforms.
- 37) Force Majeure: If the performance of duties and obligations by a Party ("Affected Party") under this Agreement is prevented, restricted or interfered with, by or due to any reason, act, enactment of any law or rules and regulation made effective whether by State or Central Government, prevented or delayed by reasons of a war, hostility, fires, floods, hurricane, earthquake, terrorist attack, enemy attack, explosives, epidemics, quarantine restrictions, strikes, lock outs, or any acts of God, which are adversely affecting the obligation of the Affected Party or any condition, beyond the reasonable control of such Affected Party and not of its own making, and amounting to force majeure, such Affected Party, upon promptly giving written notice of such reason, act or condition to the other Party, by any mode recorded delivery, shall be excused from such performance to the extent of such prevention, restriction or interference; provided that the Affected Party shall use all reasonable effort to prevent, avoid, remedy and/or remove the causes for such non-performance and shall continue performance hereunder once force majeure ceases.



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