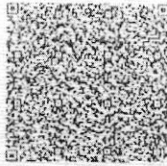


## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No. : IN-DL05255013071980U  
Certificate issued Date : 16-Mar-2022 05:01 PM  
Account Reference : IMPACC (IV)/ dl717803/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL71780399049870589733U  
Purchased by : NEW DELHI TELEVISION LIMITED  
Description of Document : Article Others  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : NEW DELHI TELEVISION LIMITED  
Second Party : OTHERS  
Stamp Duty Paid By : NEW DELHI TELEVISION LIMITED  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or type below this line

#### MEDIA SERVICES AGREEMENT

This Media Services Agreement ("Agreement") is made and entered into on this 12<sup>th</sup> day of April, 2022 and shall be effective from 15<sup>th</sup> April, 2022 ("Effective Date"), by and between:

**New Delhi Television Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at B 50A, 2<sup>nd</sup> Floor, Archana Complex, Greater Kailash - I, New Delhi - 110048 (hereinafter referred to as "NDTV" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns):

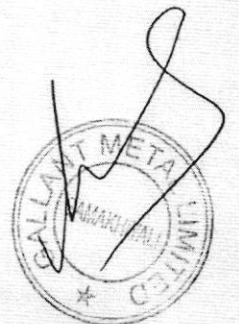
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#### Statutory Alert:

- 1. The authority of this Stamp certificate should be verified at [www.stampstamp.com](http://www.stampstamp.com) or using e-Stamp Mobile App of Stock Holding Company Discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid
- 2. The onus of checking the legitimacy is on the users of the certificate
- 3. In case of any discrepancy, please inform the Competent Authority.

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Abhinav Advertising & Marketing Pvt. Ltd. Ra



AND

**Gallantt Ispat Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at I - 7, Jangpura Extension, New Delhi - 110014 (hereinafter referred to as "GIL" or "Client" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

AND

**Nexus Alliance Advertising and Marketing Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at D-8/1, Okhla Industrial Area, Phase - II, New Delhi - 110020 (hereinafter referred to as "NAPL" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

NDTV, GIL and NAPL are individually referred to as "Party" and collectively as "Parties".

**WHEREAS**

- A. NDTV is engaged in the business of production of news and other television programmes and also broadcast the television channels, namely, NDTV 24x7, NDTV India and NDTV Profit.
- B. GIL is engaged in the manufacturing and marketing of Sponge Iron Mild steel billets Re-Rolled products (TMT bars and Mild Steel Structural) and Flour.
- C. NAPL is the media agency of GIL.
- D. NDTV has agreed to produce and broadcast special segment for the Client ("Segment") and provide certain media services on the terms and conditions contained herein.

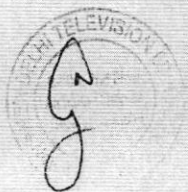
**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. SCOPE**

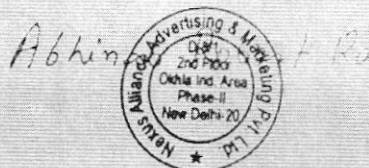
- 1.1 NDTV shall provide the deliverables as stipulated in **Annexure A** of this Agreement.
- 1.2 NDTV shall have the exclusive discretion to decide the content to be used/carried/broadcast in relation to Segment.
- 1.3 The broadcast may be suspended in the event of breaking news or any other event of importance at the discretion of NDTV.

**2. TERM**

This Agreement shall come into force on the Effective Date and shall remain in force for a period of one (1) year i.e., till April 14, 2023.



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### 3. PAYMENT

- 3.1 In consideration of the deliverables provided by NDTV, the Client shall pay an amount of [REDACTED] ( [REDACTED] ) excluding GST, in twelve equal monthly instalments, on commencement of each month.
- 3.2 Each Party is responsible for and will pay all taxes it is legally obligated to pay which are incurred or may arise in connection with or related to the transactions contemplated under this Agreement.

### 4. REPRESENTATIONS AND WARRANTIES

- 4.1 Each of the Parties duly represents and warrants to the other Party that:
- (i) it is an entity duly existing under the applicable laws and has the requisite power and authority to carry on the activities as currently conducted and proposed to be conducted pursuant to this Agreement;
  - (ii) this Agreement has been duly executed by the Parties and constitutes a valid and legally binding obligation of the Parties, enforceable against it in accordance with its terms.
- 4.2 NAPL and the Client further represents and warrants to NDTV that:
- (i) it shall conduct itself as per the rules laid down by the Advertising Agencies Association of India (AAAI), Indian Broadcasting Foundation (IBF) and Advertising Standards Council of India from time to time.
  - (ii) all advertisements and/or other promotional material including Client's IP are in conformity with prevailing Indian laws, do not infringe and copyrights/trademarks, and are not in any way obscene, defamatory, or in contravention of The Indian Cable Television Networks (Regulation) Act, 1995 (and rules framed thereunder), the Advertising Code of Advertising Standards Council of India (ASCI) or any other applicable or successor law, regulation or code; and
  - (iii) the execution, delivery and performance of this Agreement by NDTV shall not conflict with or result in a breach of any other agreement to which NAPL or the Client is a party or any applicable law.
  - (iv) nothing in this Agreement shall be construed to grant any rights whatsoever to NAPL or the Client to exercise editorial control over the content to be telecast on the NDTV platforms and NDTV shall have sole discretion in this regard.

### 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 NAPL and the Client acknowledges that the worldwide intellectual property rights including copyrights in the content, creatives, footages of Segment (except Client's IP) shall vest solely with NDTV for perpetuity.



- 5.2 NDTV retains the first and sole right to broadcast all footage of the Segment and exploit the same by and all means throughout the world. NDTV shall be entitled to broadcast the footage unlimited number of times on its network channels and digital platforms. The editorial control over the footage which is broadcast by NDTV shall vest solely with NDTV.
- 5.3 The Client hereby grants a non-exclusive, royalty free, perpetual license to NDTV and its affiliates to use any and all the materials, content, photographs, videos, logos, trademarks, brand names, or other copyrighted materials etc. ("Client's IP") in the deliverables under this Agreement.
- 5.4 All existing intellectual property rights of the Parties shall continue to vest in them and nothing in this Agreement shall be deemed to grant any license in the intellectual property rights of either Party, unless expressly specified in this Agreement.

## 6. INDEMNIFICATION

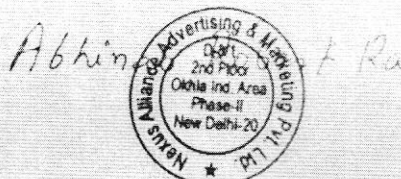
Each Party agrees that it shall defend, indemnify and hold harmless the other Party, its directors, officers, employees and consultants from and against any and all claims (including but not limited to all losses, damages, penalties, costs, interests, expenses or liabilities arising out of breach of any of its representations, warranties, covenants under this Agreement.

## 7. LIMITATION OF LIABILITY

Notwithstanding anything contained in this Agreement, either Party shall not be liable to the other Party for any indirect, special or consequential loss or damage including, but not limited to, loss of profit, loss of use, loss of revenues or damages to business or reputation arising from this Agreement whether or not Parties have been made aware of the possibility of such loss. NDTV's aggregate liability under this Agreement shall be limited to 10% of the fee received under this Agreement.

## 8. TERMINATION

- 8.1 This Agreement may be terminated by either Party (the "Originating Party") upon a fifteen (15) days written notice to the other Party (the "Defaulting Party") in the event the Defaulting Party:
- (i) commits a material breach of any of its obligations under this Agreement other than as a result of a force majeure event, and (in the case of a breach capable of being remedied) the Defaulting Party fails, within fifteen (15) days after the receipt of a request from the Originating Party in writing so to do, to remedy such breach to the reasonable satisfaction of the Originating Party;
  - (ii) shall have a receiver, trustee or manager appointed over it or any part of its undertakings or assets or shall pass a resolution for winding-up or dissolution (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the Defaulting Party shall become subject to a judicial management or bankruptcy order;



- (iii) is totally or partially prevented from performing any of its obligations under this Agreement as a result of a force majeure event for a period of thirty (30) days.

8.2 Upon the expiry or early termination of this Agreement:

- (i) each Party shall immediately destroy or return to the other Party, all confidential information disclosed to it by the other Party.
- (ii) The provisions that are intended to survive the expiry or termination of this Agreement shall so survive the expiry or termination of this Agreement, including without limitation clauses 3, 4, 5, 6, 7, 8.2, 9, 10, 11 and 14 of this Agreement.

9. **CONFIDENTIALITY**

In connection with this Agreement, each Party shall keep confidential all confidential and proprietary information belonging to the other Party and shall not disclose to third parties or use for its own benefit, or copy or reproduce, any such confidential information. The provisions of this paragraph shall survive termination of this Agreement. The Parties agree that no Party will use any confidential information of the other Party for any purpose other than to carry out the activities contemplated by this Agreement. The Parties hereby agree and undertake to protect the confidential information by taking precautions at least as great as those taken to protect its own confidential information of a similar nature, but in no event less than reasonable precautions.

10. **GOVERNING LAWS & DISPUTE RESOLUTION**

The Agreement is subject to and construed in accordance with the laws of India. Any dispute or difference whatsoever arising between the Parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be exclusively settled by arbitration in India, which shall be governed by the Arbitration and Conciliation Act 1996 as amended from time to time. The arbitral tribunal shall comprise of sole arbitrator to be appointed by the Parties. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Delhi, India. The award rendered by the arbitrator shall be final, reasoned and binding upon the Parties hereto and is enforceable in the courts at Delhi. Pending the selection of the arbitrator or pending the arbitrator's determination of the merits of any dispute, either Party may seek appropriate interim or provisional relief from any court of competent jurisdiction in India as necessary to protect the rights or property of such Party.

11. **RELATIONSHIP BETWEEN THE PARTIES**

The relationship of the Parties shall be that of independent contractors. Neither Party shall have, and shall represent that it has, any right or authority to bind the other Party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other Party. Nothing in this Agreement shall be construed or be deemed to create a partnership, joint venture or other relationship between the Parties.



12. **FORCE MAJEURE**

Neither Party shall be liable for damages resulting from delayed or failure or interruption or defective performance of the obligations contemplated under this Agreement to the other Party when such delays arise out of a force majeure event, including but not limited to acts of God or of the public enemy, acts or regulations of any governments/ governmental authorities, breakdown of communication systems and suspension of trading, terrorism, acts of the State in its sovereign capacity, fires, floods, earthquakes, power failures, disabling strikes, pandemic, quarantine restrictions, and freight embargoes.

13. **SEVERABILITY**

If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision in this Agreement is invalid or unenforceable, Parties will negotiate in good faith to replace the invalidated provision with a legally enforceable and valid provision that is as similar in tenor to the invalidated provision as is legally possible.

14. **ENTIRE AGREEMENT**

This Agreement along with the Annexure, if any shall constitute the final, complete and exclusive written expression of the intentions of the Parties hereto and, supersedes all previous communications, representations, promises or statements, either oral or written, between the Parties.

15. **NOTICES**

All notices required to be served by either Party upon the other, shall be deemed to have been duly served if delivered by hand or sent by courier service or by registered post at the addresses of the Parties as shown on the first page of this Agreement.

16. **ASSIGNMENT**

Neither Party shall assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other Party (which shall not be unreasonably withheld).

17. **MODIFICATION**

This Agreement shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents, which may be in conflict therewith.

18. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which taken together shall constitute one and the same agreement, and any party may enter into this Agreement by executing a



counterpart. Any signature delivered by electronic mail shall be deemed for all purposes as being good and valid execution and delivery of this Agreement by that Party. The delivery of the signed Agreement or counterparts by electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the Agreement or counterpart in person.


IN WITNESS WHEREOF the Parties to this Agreement have signed on the date mentioned above.

For New Delhi Television Limited


Name: Nikhil Guliani  
Designation: Head - Legal

For Gallantt Ispat Limited

Name:  
Designation:

For Nexus Alliance Advertising and Marketing Private Limited


Name:  
Designation:

**ANNEXURE A  
DELIVERABLES**

Gallant NDTV India Strategic Partnership Media Plan						
						Airtime
	Entitlements	Duration (Sec)	No. of Entitlements	Exposure Per day	Days	NDTV India
<b>LOGO INTEGRATION</b>						
Gallant LOGO INTEGRATION WITH CHANNEL LOGO	Gallant LOGO INTEGRATION	21.600	1	1	365	78,84,000
	Total Media Value					
<b>CHANNEL ID INTEGRATION</b>						
Gallant LOGO INTEGRATION WITH CHANNEL ID	CHANNEL ID	10	1	24	365	87,600
	Total Media Value					
<b>PARTNERSHIP PROMO</b>						
NDTV TO CREATE A SPECIAL PARTNERSHIP PROMO TO BE PLAYED 6 TIMES A DAY	PROMO	30	1	4	365	43,800
	Total Media Value					
<b>ASTON</b>						
HIGH FREQUENCY PARTNERSHIP ASTON	Aston	10	1	64	365	2,33,600
	Total Media Value					
<b>BUG</b>						
HIGH FREQUENCY PARTNERSHIP IP BUG	BUG	10	1	64	365	2,33,600
	Total Media Value					
<b>SPECIAL LAUNCH SHOW</b>						
SPECIAL LAUNCH SHOW ON NDTV INDIA.	LAUNCH SHOW	2,880	1	1	2	5,760
	Promo	30	1	14	7	2,940



Abhinav Advertising & Marketing Pvt. Ltd.  
2nd Floor  
Oldie Ind. Area  
Phase-II  
New Delhi-20





ANNOUNCE THE MEGA PARTNERSHIP IP	Aston	10	1	20	7	1,400
	Bug	10	1	20	7	1,400
	<b>Total Media Value</b>					
<b>6 SPECIAL HALF HOUR SHOWS</b>						
OVER THE PERIOD OF 1 YEAR, WE CREATE SPECIAL SHOWS ON MUTUALLY AGREED SUBJECTS	Special Half Hour Show	1,440	6	1	2	17,280
	Promo	30	6	8	7	10,080
	Aston	10	6	20	7	8,400
	Bug	10	6	20	7	8,400
	<b>Total Media Value</b>					
<b>SPECIAL NEWS STORIES</b>						
26 STORIES OVER A PERIOD OF 1 YEAR, ON Gallant LAUNCHES, PARTNERSHIP IPS, ANNOUNCEMENTS, ETC	Short Stories	60	26	4	2	12,480
<b>Digital</b>						
NDTV.COM DIGITAL PLAN	TO BE SHARED SEPARATELY					
	SECONDAGES					85,50,740
	TOTAL SECONDAGES					85,50,740

FCT

1.08.000 Seconds of FCT on NDTV India (utilised as per existing deal structure time band of 0700-1000/1000-1800/1800-2300 with equal split).

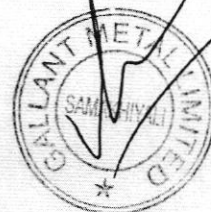
Digital:

Platform	Ad Unit	Creative Specs	Exposure
NDTV.in (Desktop + WAP)	Leaderboard (Desktop)	Desktop - 728x90 & WAP - 300x250	18,000,000 impressions
	MREC (WAP)		



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Abhinav Advertising & Marketing Pvt. Ltd.



NDTV Hindi News App	MREC Banner	300x250	18,000,000 impressions
NDTV Hindi News Apps	App Splash Screen	Fixed Branding (Bottom Screen)	~55 mn launches/year
NDTV.in (Desktop+WAP+App)	Pre-rolls and Mid-rolls	.Mp4	6,000,000 impressions
NDTV India YouTube Channel	Branding Across YouTube Chanel Masthead	Fixed Branding	Brand Exposure from Broadcast Live Stream
	Logo Overlay on all YouTube LIVE content		
NDTV Hindi News (Desktop+WAP+App)	Desktop: Site Capture + Leaderboard	Desktop: 300*250 expands to 1260*400 and 970*90 WAP and App: 300x250	6 Impact Roadblocks
	WAP: Fixed MREC		
	APP: Launch Interstitial and fixed MREC		

