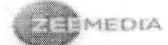


MEMO DEAL FOR ADVERTISEMENTS

Date : 04-12-2022
 Broadcaster's Company Name : Zee Media Corporation Ltd, FC-19, Sector 16A, Film City, Noida (U.P.) -
 GST id Number : 09AAC2213B1EW
 HSN Code : 998400
 Description Of HSN Code : Broadcasting services
 Channel : Zee News/Zee UP/UK / Business / Katak



Agency Client GST No : 07AADCN0612PIZF

Client - Gallantt Metal Ltd

Agency - NEXUS ALLIANCE ADVTG & MKTG PVT LTD

175/1, Village Samakhiasil, Taluka-Bhachau, Kutch -370150 (Gujarat)

State of Operation : D-8/1, Second Floor, Okhla Industrial Area Phase II, New Delhi-110030 (India)

Target Group : All India
 Market :

Client - Gallantt Metal Ltd
 Contact person - Rajat Sheekar
 Email - rajat@alliancexms.com

Deal Period : April 2022 to March 2023
 Deal Amount : 2,91,25,585

Channel	Program	Timeslot	Day	SCT/Exp	Rate	Total
Zee News	AV Headlines - Preemter	0630-1400	Mon-Sun	1	250000	750000
Zee News	AV Headlines - Preemter	0630-1400	Mon-Sun	2	2	2
Zee News	FCI	0730-1200	Mon-Sun		15000	
Zee News	FCI	1200-1800	Mon-Sun		15000	
Zee News	FCI	1800-2300	Mon-Sun		15000	
Zee Business	FCI	0730-1200	Mon-Sun		20000	
Zee Business	FCI	1200-1800	Mon-Sun		10000	
Zee Business	FCI	1800-2300	Mon-Sun		10000	
Zee UP/UK	FCI	0730-1200	Mon-Sun		15000	
Zee UP/UK	FCI	1200-1800	Mon-Sun		15000	
Zee UP/UK	FCI	1800-2300	Mon-Sun		15000	
Zee 24 Katak	FCI	0730-1200	Mon-Sun		15000	
Zee 24 Katak	FCI	1200-1800	Mon-Sun		15000	
Zee 24 Katak	FCI	1800-2300	Mon-Sun		15000	
Zee Business	Liberal	0630-1400	Mon-Fri		1500	
Zee 24 Katak	Action Band	1800-2300	Mon-Sun		115	
Zee News	ONA Liberal	1130-1130	Mon-Fri		132	

AV Headlines exposures will be 12-14 times per day
 AV Headlines duration will be 60 seconds per exposure

Value Adds
 One Program Morning Assn Tag on Zee News for 24 weeks (subject to availability)
 One Program Afternoon Assn Tag on Zee News for 24 weeks (subject to availability)
 One Program Evening Assn Tag on Zee News for 24 weeks (subject to availability)

Authorized Signatory
 ZEE MEDIA CORPORATION LTD
 Date: 12/04/22

Authorized Signatory & Stamp
 Agency - NEXUS ALLIANCE ADVTG & MKTG PVT LTD
 Client - Gallantt Metal Ltd
 Date: 12/04/22

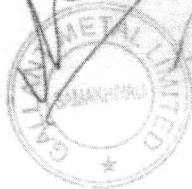
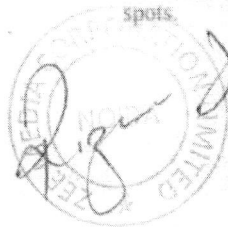
- All Rates as per 10 secs. Spot buy rates as per
- Payment Terms: ADVANCE
 For AAM Agencies - All bills are payable within 60 days from end of the activity month or as per prevailing IDB norms
 For Non-AAM Agencies - Payment terms will vary depending on the IDB categorization
- All bills overdue more than 60 days will attract interest @ 18% per annum.
- Agency agrees to pay in addition to agreed rates the service tax, GST, education cess and any other duties and levies as applicable under law.
- Deal sheet to be accompanied by duly signed and stamped deal confirmation from the agency/client and original copy of deal confirmation to be sent within two working days.
- Terms & Conditions attached herewith forms integral part of this Memo Deal
- Rates provided in this deal are confidential and the same should not be disclosed to Media Auditors
- Deal should be consumed within the deal period & no refund will be made if the same remains unconsumed.
- No priority will be given on airing the spots following the company policy of maximum reports.



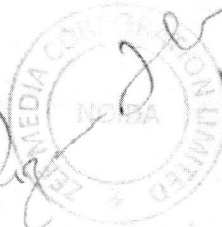



TERMS AND CONDITIONS OF MEMO DEAL

The Memo Deal for advertisement will be in writing duly signed by the Advertising Agency/ Advertiser and the Broadcaster's Company ("the Company") and the same should be treated as a contract binding on the parties and the terms and conditions mentioned herein, including any amendments or modification made by the Company, will be considered as the final document of understanding and will form integral part of the Memo Deal and no other document/s will be taken into consideration to form a part of this Memo deal.

1. All rates will be for duration of 10 seconds and rates for the spot(s) will be in INR or any other currency specifically agreed in writing (as the case may be).
2. The Memo deal will be for a value and period as mentioned in the Memo Deal.
3. This Memo Deal is restricted / applicable only for SD and / or HD feed(s) on Television as a medium in the target group and markets as may be defined and / or mentioned in the Memo Deal. This will not be applicable for online.
4. Advertising Agency/ Advertiser shall not have any right to either re-negotiate in any manner or terminate this Memo deal.
5. The Company shall have the right to re-negotiate / terminate / cease / modify / amend / either in part or in full such terms of the Memo deal at its sole discretion, for any reason whatsoever and in case of any amendment(s), update the revised T&C on its website <https://billing.zeeconnect.in/Login.aspx>, which shall be valid and binding on Advertising Agency/Advertiser. The Advertising Agency/ Advertiser shall be obligated to timely review and comply with such revised terms and conditions applicable for Memo Deal, from time to time.
6. Complete Release Orders (RO) with cue sheets and all relevant details e.g. Tape I.D etc. filled in must be received by the Company atleast 15 (fifteen) days prior to the first date of telecast. Advertising Agency/ Advertiser will ensure to deliver all related materials along with the aforesaid.
7. RO received by Electronic mails will be treated as final and will be considered as "Binding Release Order". This can also be done through password protection and would be sent to the Company on official mail IDs.
8. Advertising Agency/ Advertiser will ensure that all the tapes will be complied with the Standards & Practices clearance and technical checks. Concerned Authorised Advertising Agency/ Advertiser on record, must issue Release Orders duly signed and stamped, for their spot/sponsorship bookings to the Company.
9. Re-schedules will be accepted by the Company, only if the said request is received by the Company 7 (seven) working days prior to the scheduled telecast of the spot and cancellations, if any, will require 14 (fourteen) working days' notice. Any cancellations raised in a month for regular non-live programs/ RODP, or otherwise, the Authorized Advertising Agency/ Advertiser will ensure "make good" for the same within the same calendar month.
10. 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. In case of non-receipt of Release orders, the deal will be considered for scheduling of spots.

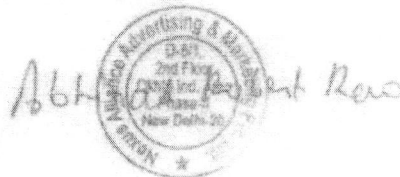
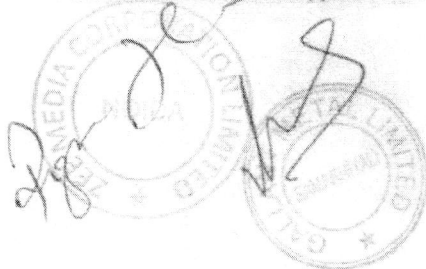


11. For all sponsorship Memo Deals, if the RO for the agreed per episode FCT is not received on time, the advertiser will be billed irrespective for the entire amount and the FCT against the same will lapse. All spots are subject to availability and may be pre-empted as per individual rate card. Company at all times have the final and sole discretion over allotting the spots.
12. All impact properties, sponsorship, premiers, block buster movies etc., are subject to availability. Sponsorship does not entitle for any specific positioning of the spots in breaks. The rates of sponsorship will be as per the sponsorship option chart as mentioned in rate card.
13. Duration of sponsorship tag is subject to change at the discretion of the Company and does not form the part of any committed Memo Deal.
14. For impact properties, sponsorship, premiers, block buster movies etc., the advertiser has to consume the committed seconds per episode. No banking or carry forward of committed seconds will be allowed.
15. In case of impact properties, sponsorship, premiers, block buster movies etc., if there is an increase in number of episodes, the advertiser will have to additionally buy committed seconds per episode for the extra episode to avail the sponsorship partner status.
16. All sponsorship (be it one day event, format shows, Fiction show or films), is valid for the current season and its repeats that feature within the Memo Deal period of the property only, any repeat telecast post the Memo Deal period may / may not carry the sponsor logo.
17. Utilization of advertising time on a channel has to be completed within the Memo deal period. Pattern of utilization of Advertising Time on a channel has to be pre-defined on monthly spread as per the Memo Deal and be utilized smoothly within the Memo Deal Period. In case of under-utilization of the Memo Deal value, the differential shall be billed to the advertiser and the Advertising Agency/ Advertiser agrees that the same will be honored.
18. No breaks will be allowed in between the Memo Deal period, unless the channels have to do so, due to unavoidable circumstances, which shall at be the sole discretion of the Company.
19. Any request for extension of Memo Deal period will not be entertained and such extension will be executed separately as a new Memo Deal and on the then prevailing rates.
20. In case of excess committed seconds being consumed, the value of the same will be raised via. debit note or invoice, as the case may be, as per the existing Memo Deal this is specific to all impact properties, sponsorship, premiers, block buster movies etc.
21. The Company 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 Company as per individual rate card.
22. In case of a per company commitment, the respective advertising company should provide a cue sheet/schedule every month giving the details of each brand utilization. Usage of value additions in terms of committed seconds and


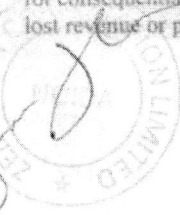





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sponsorships shall be in proportion to the billing done till the date as per the Memo Deal.

23. Programme Category list will be announced every month, and categories are subject to change at the discretion of the Company. Programme categories may be changed at the sole discretion of the Company. Category and rates will be applicable on the said time of telecast.
24. Specials will be announced from time to time and may have rates mentioned in the rate card.
25. Wherever applicable, the advertiser has the option of a brand Memo Deal as well as the company Memo deal. However, a company commitment cannot be broken into brand commitments.
26. All bills will be raised on monthly basis.
27. The Company will raise bills on the Advertising Agency, if any, for an Advertising Agency and arrange to send the same to the Advertiser for onward delivery to the respective Advertiser.
28. The Company will be sending electronic Bills to the Advertising Agency/ Advertiser 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 Memo Deal. Such Electronic delivery of the bills shall be considered as valid delivery of the bills and would be binding on the Parties.
29. Advertising Agency/ Advertiser agrees to pay in addition to agreed rates the goods and service tax, education cess and any other duties and levies as applicable under law.
30. Payment Terms:
AAA Agencies - All bills are payable as per the prevailing IBF guidelines.
Non-AAA Agencies - All bills are payable as per the prevailing IBF guidelines.
Payment terms may vary depending on the IBF categorization.
31. All bills overdue for more than 60 days will attract interest @ 18% per month.
32. In case of Title Sponsorship, the Advertising Agency/ Advertiser has to pay at least 75% of the total on ground cost on confirmation of the Memo deal. The balance 25% is required be paid before the event. Any delay in payment, shall amount to cancellation of the Title Sponsorship.
33. All payments will be made against the Bills in Indian Rupees and will be paid to the Company Directly.
34. Invoice(s) shall duly be raised on the date of telecast of the event/special. Payment for the same has to be made w within ___ days of receipt of the Invoice(s), 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 Memo Deal period, will be lapsed. The company will not be liable for any refund in case of any pre-billing.
35. Bills submitted by the Company / channel are to be considered as the final proof of telecast of spots.
36. All the disputes and differences arising between the parties hereto, including any dispute or difference in regard to this Memo Deal will have the jurisdiction of the Courts at Noida and the applicable laws will be Indian Laws.



37. Airing of this Memo 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 Memo Deal.
38. The Advertising Agency/ Advertiser agrees that it will acquire requisite permissions from the advertiser for the Company. if the Company after the completion of the Memo Deal period, chooses to repeat telecast/broadcast, license, syndication of contents of the Company's programmes, wherein the contents will and/or may consist of the logo and/or brand name of the Advertiser, the Company will not amend / delete the logo and/or brand name of the Advertiser from its programme(s) and will have all the right to Memo 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 or any third party for the aforesaid.
39. 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 applicable guideline(s) prescribed by Advertising Standards Council of India and such other Indian laws and the Advertising Agency /Advertiser has all the rights to advertise the contents, including without limitation all trademarks and brand features, without infringing the rights of any third party and without violating any law, rule, regulation, or order.
40. Advertising Agency / Advertiser hereby confirms and undertakes that they have paid all due costs, license fees and/or royalties as may be payable for any and all musical, literary or any other copyright protected works or materials forming part of content of the advertisement submitted with the Company for the purpose of advertisement or otherwise and in case of any claims or liabilities of any nature whatsoever subsists or arises on the content of the advertisement from any third party or Indian Performing Rights Society or any other copyright society, the same shall be independently settled by the Advertising Agency / Advertiser without any recourse to the Company.
41. Advertising Agency/ Advertiser agrees to indemnify and keep safe the Company from and against all and/or any claims, costs, and proceedings, by any other person, party, company or organization that may arise on the advertising content provided by Advertising Agency/ Advertiser or arises due to breach or non-compliance of these terms and conditions by the Advertising Agency/Advertiser. Advertising Agency/ Advertiser shall always also hold the Company harmless against any form of legal proceedings that might for any reason in respect of this Memo deal or the Advertised Content.
42. Advertising Agency/ Advertiser shall indemnify the Company for all amounts in case the Company is required to defend any claims or the acquired rights in any court of law.
43. 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.
44. In no event, the Company or its affiliate or group companies shall be responsible for consequential/ special, punitive or other damages, including, without limitation, lost revenue or profits.

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45. 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.

    *Abhinav*  *Abhinav*