

AD-SALES AGREEMENT
PRINCIPAL TERMS

Date -20th June 2018

Deal No.

Client / Advertiser's Name: Lalit Hospitality

Ad- Agency's Name: Direct

Address:

Channel: ET Now

Times Network Office: 7, Times House, Bahadur Shah Zafar Marg,
ITO, Delhi - 110103.

Address: -Times Network

Times Centre, FC 6, Film City,
Sector-16A, Noida- 20130,
India

Total Deal Value Net INR- Rs. 30,24,000/-

Other GST over and above the deal value as applicable.

Validity Date of Proposal July 2018

Deal Period July - Sept 2018

ET Now					
Programs	Sponsorship	Days	Time Band	Per Day FCT	Total FCT
IDD	Powered by	Mon- Fri	2100-2200	40	2400
India Inc (Original)	Presenting	Sat- Sun	TBC	60	720
India Inc (Repeat)	Presenting	Sat - Sun	TBC	60	720
Total					3840

Sponsorship Deliverables

Powered by Sponsorship of India Development Debate

Opening & closing Stings 6 times during the show
Logo presence with other sponsors 1800 secs
Program Tags 5 secs for once during the show
Total air time (Per Show) 1830 secs
Total Air Time (3 months) 109800 secs

Sponsorship deliverables

Presenting Sponsorship of India Inc 2

Opening & closing Stings 4 times during the show
Aston bands 3 exposures

Times Network, Times Centre, 2nd Floor, FC-6, Film City, Sector 16 A, Noida 201301 India

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Logo presence with other sponsors	900 secs
Program Tags	5 secs for once during the show
Total air time (Per Show)	950 secs per show
Total Air Time (3 months)	11400 secs

Brand Integration

Whenever stories of Rise with India will be covered, there will be brand integration done basis the requirement.

4 Aston bands during 1800-2000 hrs (Mon- Fri) for 1st month of campaign.

*Standard Terms & Conditions attached herewith forms integral part of this Ad Sales Deal.

SIGNED for
and on behalf
of Times
Network

Signature:

Name:
Sunayana M
Lopez

Title: Ms

SIGNED for and
on behalf of
Advertiser

Signature:

Name: Keshav
Suri/ Gaurav
Mishra

Title: Mr.

SIGNED for and on
behalf of Ad-Agency

Signature:

Name:

Title:



Times Network

Standard Advertising Terms and Conditions

The following terms along with the Deal Terms/Principal Terms constitute the Sales Deal between the Client and Times Network for advertising on the Channels. By receiving and/or signing the Sales Deal or issuing the release order for the FCT Spots, whichever is earlier, the Client agrees to have received, read, understood and further agrees to be bound by and to comply with the Deal Terms and these Standard Terms (Contract).

For the Sales Deal, the following terms shall have the meaning assigned as under:

- i. "Agency" shall mean the media/PR agency engaged and authorized by the Client for managing its advertisements and promotions on third party media platforms and make payments to the media companies for such services on behalf of the Client.
- ii. "Commercial(s)" means the advertisements or commercials of clients/advertisers promoting their respective products and/or services. The term 'Advertisement', 'info commercial' or any similar term used in the Principal Terms shall have the same meaning and refer to as 'Commercial'.
- iii. "Channel(s)" means the Times Network channels as specified in the Deal Terms.
- iv. "Client" means the company/entity/person identified in the Deal Terms as client and who issues the Release Order directly or through its agency for securing FCT Spots on the Channels at the agreed Rates. The term 'Advertiser' 'company' or any similar term used in the Principal Terms for identifying the client shall mean and refer to as 'Client' for the Sales Deal.
- v. "Deal Terms" means the commercial terms agreed between the Client and Times Network for advertising during the FCT Spots on the Channel and will include the FCT schedule, Rates, payment terms, FCT Spot details, Channel name etc.;
- vi. "FCT" means the actual duration and time during which a Commercial is aired on the Channel;
- vii. "FCT Spots" means the agreed scheduled FCT time slot on the Channel during which the Commercial is aired on the Channel, being prior to, during or after the end of any scheduled program, shows, news broadcast or any other similar or related presentation on the Channel;
- viii. "Material" means the audio-visual content, images, stills or any other similar content of the Commercials made available by the Client to Times Network by way of beta tapes or through any delivery platform in the required format and as per the delivery schedule agreed with BCCL.
- ix. "Rates" means the FCT rate, calculated per 10 second basis, agreed between the Client and the Company for the FCT Spots and specified in the Deal Terms for telecast of the Commercials and other commercial elements on the Channel;
- x. "Sales Deal" means this Contract comprising of the Deal Terms and the Standard Terms signed by both parties and/or delivered by Times Network to the Client for its signatures.
- xi. "Times Network"/ "Company" or "BCCL" shall mean and refer to (i) Bennett, Coleman & Company Ltd. (BCCL); or (ii) Zoom Entertainment Network Limited (ZENL); or any other BCCL group company, JV company or its subsidiary as identified in the Deal Terms.

STANDARD TERMS

1. The Client will deliver all the Material to the Company to enable BCCL to telecast the Commercials on the Channel during the FCT Spots along with all the required documentation not later than 14 days prior to the commencement of the agreed FCT Schedule/FCT spot as stated in the Deal Terms.
2. The Company shall air the Commercials during FCT Spots as per the FCT schedule set out in the Deal Terms. BCCL will telecast the Commercials as per the FCT Schedule on the Channel. Any missed FCT Spots will be made good in the immediate available applicable space in the applicable time band within a maximum period of one week and similarly the sponsorship will also be made good for the missed time. The program episodes will carry a Sponsored feature slug.
3. The Client agrees to consume the entire FCT Spots as agreed under the Deal Terms and further agrees that the Company reserves the right to raise invoices as per the FCT allocation and entitlement agreed between the Client and the Company.
4. Client agrees to pay the Agency within the stipulated credit period between the Client and the Agency, and Agency agrees to pay the Company within the agreed credit terms with the Company.
5. The minimum duration of any Commercials will be of 10 seconds each and in multiples of 5 seconds each thereof.
6. The FCT Schedule and sponsorships associations are subject to change in case of live coverage, breaking news or special events or in the event of any 'Force Majeure'. The positioning of the Commercials on the Channel is at the sole discretion of the Channel. BCCL may vary the size of the screen during ad-commercials to accommodate news and/or any other information/message.
7. Client will continue to own and retain all rights in the Material and BCCL shall use the Material only for telecast of the Commercials on the Channel as per the FCT Schedule. Client agrees that it shall not use the Company name, brand and/or logos in any manner without the prior written consent of the Company.
8. Client represents and warrants that (i) it owns or has the necessary rights, consents, permissions and authority to grant and permit the Company to use the Material; (ii) the use of the Material and airing of the Commercials on the Channel shall not infringe any third party rights or any intellectual property rights; (iii) the Material and the Commercials are in accordance and comply with the

Times Network, Times Centre, 2nd Floor, EC-6, Film City, Sector 16 A, Noida 201301 India

Signature

Signature



- applicable laws including advertising laws, advertising codes, regulations and applicable guidelines; (iv) the telecast of the Commercials on the Channel shall not be obscene, vulgar, defamatory, hurt any religious sentiments or social beliefs of the general public, community or any section thereof.
9. Client indemnifies and agrees to keep indemnified and hold harmless the Company and/or its directors, employees, officers and authorized representatives, consultants against any claims, loss, damages, costs or expenses (including reasonable attorney fees) that may arise or are incurred by the Company due to (i) the Client's breach of any of its representation and/or warranties given under the Contract; (ii) infringement of any third party IPR due to the telecast of the Commercials on the Channel; or (iii) due to its willful misconduct.
 10. In the event of Client changing the Agency, the Client hereby agrees, to settle all payments due with the erstwhile Agency before business is routed through the new Agency. Any pending entitlements or un-utilized portion of the deliverables under the Contract, all rights as well as the obligations under the existing Contract will automatically stand assigned, novated and transferred to the new Agency and the Client agrees to fulfil all the obligations and deliverables through the New Agency, if any within the said Deal Period.
 11. Payment Terms / Credit Period:
 - a. Unless otherwise stated in the Deal Terms, the Client shall pay 50% of the Fees @ Rates agreed under the Deal Terms immediately at the time of signing the Deal Terms and the remaining 50% of the Fees prior to airing of the first episode or broadcast of the Commercial on the Channel.
 - b. The entire activity is non-cancellable and any advance given by the Client is non-refundable.
 - c. Unless otherwise stated in the Deal Terms and except for any advance payments, the Company will follow a bi-monthly billing cycle and invoices will be raised on the 15th and 30th / 31st of every month for the Fees amount payable directly by the Client or via its agency, as the case may be.
 - d. All payments to be made in favour of "Bennett, Coleman & Company Ltd." Or "Zoom Entertainment Network Limited" or as indicated in the Deal Terms. For IBF accredited agencies, the payment terms would be as per IBF prescribed credit period terms and for any other agency or any direct Client as per the payment terms agreed under the Deal Terms.
 - e. All invoices on credit basis should be paid/settled within the agreed credit period from the date of receipt of invoice. Client shall not deduct or adjust any amounts while settling the Company's invoice. All invoices overdue beyond the agreed credit period will attract late payment fees, at Company's discretion, calculated @ 18% per annum.
 - f. The Fees payable by the Client will be exclusive of any applicable taxes (state or central) applicable from time to time and the same shall be borne by the Client including any cess, duty or levy that may be applicable to this Contract.
 12. Invoices along with the internal telecast certificate of the Channel are the final proof of broadcast of the Commercials on the Channel.
 13. BCCL may terminate or cancel the Sales Deal or withhold the telecast of any Commercials on the Channel, without any liability if such Commercials are not in accordance with the applicable laws, rules, regulations, guidelines or directives of any competent authority or if it is of the view that it may affect the goodwill or reputation of BCCL and/or its brands, channels or services.
 14. Client may request for rescheduling of any FCT Spots and the Company may adhere to such requests provided the Client makes such request at least 14 days prior to the scheduled telecast of the said FCT Spot on the Channel.
 15. BCCL may internally allocate the total cost i.e. breakup between sponsorship, FCT spots, tickers and others whilst keeping then total cost and time of the negotiated package intact.
 16. A party may immediately terminate this Sales Deal at any time, by notifying the other in writing, if the other is in material breach of this Sales Deal and has not cured such breach within Ten (10) days from the date of the notice of such breach. The Company may forthwith cancel, terminate or suspend this Sales Deal if the Client fails to pay the Fees as per the payment terms. Upon termination, the Client shall pay the remaining applicable Fees that is due and payable by the Client as per the terms of the Sales Deal within 10 days post the effective date of such termination.
 17. The Parties agree that, subject to the payment of the Fees, the Client shall own all worldwide intellectual property rights including the copyright in the Material. The Client grants to the Company the worldwide, irrevocable license to use, telecast and exploit (i) the Material for telecasting and promoting the Program on the Channel during the Term; (ii) the Material or any part thereof on the Channel and/or any other media platforms owned/controlled by COMPANY or its affiliates or any other digital platform. The Client grants to COMPANY the right to use its logo, brand name/title and trademarks for provision of the Services to the Client and COMPANY agrees that it shall not use the same for any purpose other than for providing the Services under this Sales Deal. The Parties shall continue to own and retain all rights and title to their respective trade name/s, trade mark/s and logo/s and nothing contained herein is intended to assign or transfer to any party, any rights or license to the use of the other Party's trade names/trademarks and logo/s, except as provided in this Sales Deal. COMPANY agrees that it shall not use the Client Material and its name, title or logos after the expiry of the Term. Notwithstanding any other term of the Sales Deal, if the Event is conceptualised and organised by COMPANY then all rights including copyrights in the Program shall be solely and perpetually owned by COMPANY throughout the World. In such case, COMPANY grants to the Client the right to use the Program only for its internal business purpose only.
 18. Both parties herein agree that during the term of this Sales Deal, neither party hereto shall disclose to anyone any confidential information (whether marked as confidential information or not), except as may be required by a court of law or Government authority. "Confidential Information" for the purposes of this Sales Deal shall include proprietary and confidential information such as, but not limited to, any copyrights, technology plans, research and development plans, designs, models, financial projections, software, product/service specifications, marketing plans, market and industry acumen, business plans, financial plans, financial

[Handwritten Signature]

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- and accounting information, disclosures and new concepts of any party hereto. party's Confidentiality obligations herein created shall subsist for 12 months after the termination/expiry of this Sales Deal.
19. In no event shall either party be liable to the other or any of its affiliated companies or any of their respective officers directors, shareholders, employees, subcontractors, and/or agents, or any third party, for any indirect, incidental, special, consequential, punitive damages, or lost profits for any claim or demand of any nature or kind, arising out of or in connection with breach of the terms of this agreement. This excludes any acts of omission or commission or negligence or deliberate damage to the company's reputation, goodwill, assets or marketing by associated entities. Notwithstanding the above, the aggregate monetary liability of the company for any damages to the client or any other party will be equivalent to the applicable fees paid to the company by client in the previous month immediately preceding the date such claim arose.
20. The Parties agree to submit any dispute or claim that may arise in respect of or relating to the Sales Deal to the exclusive jurisdiction of the courts at Delhi.

Times
Signature
Date

Signature

