



राजस्थान RAJASTHAN



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This Stamp Paper forms part of the Media Agency Agreement between Bikaji Foods International Ltd. and 3 Brothers and Fils.

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(इति कृत) का नाम

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उत्पादन

महर्षि का जन्म है हमारे का सुन '३३

● 2010 年 10 月 1 日起

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16/2021

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राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत

स्टाम्प राशि पर प्रभारित अधिभार

1. आधारभूत अवसररचना सुविधाओं हेतु

(बिना 3-क)-10% स्वपये

2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु

(भाग 3-ख)-10% रूपये

कुल योग

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MEDIA AGENCY AGREEMENT

THIS MEDIA AGENCY AGREEMENT ("Agreement") is made and entered on this 12th day of June, 2021:

BY AND BETWEEN

BIKAJI FOODS INTERNATIONAL LIMITED, a company registered under Companies Act, 1956 and having its registered office at F - 196/199, F-178, E-188, Bichhwal Industrial Area, Bikaner - 334 006, Rajasthan, hereinafter referred to as the "**Company**" or "**Client**" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **FIRST PART**.

AND

3 BROTHERS AND FILS, (3BF), a partnership firm registered under the Partnership Act 1932, having its business address at 406, Laxmi Plaza, Laxmi Industrial Estate, New Link Road, Andheri (W), Mumbai - 400 053, Maharashtra, hereinafter referred to as "**Service Provider**", or "**Media Agency**" (which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) of the **SECOND PART**.

The Company and Service Provider shall collectively be referred to as the 'Parties' and individually as the 'Party'.

WHEREAS

- A. The Company is inter-alia engaged in the business of manufacturing, supply, sale and distribution of Bhujia, Namkeen, Papad, Extruded Snacks, Indian Sweets, Baked Products, and Chips marketed, distributed and sold by the Company under the brand name "Bikaji".
- B. Service Provider is carrying on the business of providing media services such as media planning, execution of advertising plan with the celebrity(ies) engaged by the Company, advertisement and brand building through various properties including without limitation television, radio, internet etc.
- C. Service Provider has represented to the Company that it has requisite skill, knowledge, experiences, expertise, infrastructure and capability to render its services.

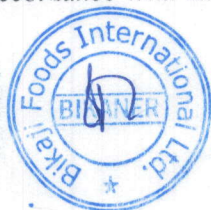
NOW THEREFORE in consideration of the foregoing and the mutual covenants and promises contained hereinafter and other good and valuable consideration the adequacy and receipt of which is hereby acknowledged by the Parties, intending to be bound legally, agree as follows:

1) Agreement Term

The Agreement shall commence on non-exclusive basis with immediate effect from April 01, 2021, and shall remain valid unless termination in accordance with the terms herein.

2) Service Provider Responsibilities

- (a) Service Provider shall provide to the Company its services in relation to media planning, media negotiations, implementation planning, media analysis, and purchase of space and time in various media including Print, TV, Radio, Cinema, Digital, OOH etc. and celebrity management (hereinafter referred to as the "**Services**").
- (b) Service Provider will take complete responsibility for all contracts and orders placed or approved by the Company with respect to various media and brand promotion initiatives undertaken by the Company.
- (c) Service Provider's contacts with media owners and other third parties in respect of the Services shall be made in accordance with standard or individual conditions and contracts, provided always that the



Service Provider shall always endeavour to procure the most favorable terms for the Company while contracting with media owners/third parties.

- (d) Service Provider will take approval from the Company on the cost or its estimate before initiating any work under the Agreement. The terms relating to cancellation or revisions of any advertising will be intimated by the Service Provider to the Company for explicit approval.
- (e) Service Provider will take approvals from the Company on all advertising material/messages.
- (f) Service Provider shall ensure that the Company receives a normal credit period for media payments payable to third parties.
- (g) The implementation of media plan will be carried out by the Service Provider in timely, smooth manner and in the best interests of the Company.
- (h) Service Provider expressly agrees that it will create and maintain a back-up of all media release or activities and provide the same to the Company from time to time.
- (i) Service Provider shall abide by the applicable laws, rules and regulations of INS, AAAI and other allied organisations and it must ensure that each advertisement released by the Company is honest, truthful and confirms the legal requirements and guidelines issued by competent authorities/bodies.
- (j) Service Provider expressly agrees that it shall not enter into any type of transaction or activity or obtain any interest (directly or indirectly) with any employee of the Company and adhere to good governance and anti-bribery policy of the Company.

3) Service Provider Remuneration:

- (a) Service Provider will charge the 10% (ten percent) trade commission granted by media owners and suppliers on the gross cost of all orders placed with them by the Service Provider on behalf of the Company. Where media owners/suppliers do not provide for Service Provider's commission, the Service Provider will be entitled to charge the Company fixed 10% (ten percent) of the gross value (excluding taxes, levies or cost reimbursements) of the job as service charges. Unless otherwise stated, the agreed remuneration includes any out-of-pocket expenses.
- (b) The Company shall not be liable to pay or reimburse any charge or expenses including third party cost or expense unless such cost or expense has been approved by the authorized officer of the Company in writing. Service Provider shall submit receipts and proof of such cost or expense incurred by it in such format and manner as may be requested by the Company from time to time.
- (c) Service Provider shall provide to the Company original media suppliers' bills. Service Provider invoices will be accompanied by original of media supplier bills and supporting documents to the satisfaction of the Company.

4) Third Party Charges:

- (a) **Media Charges:** All charges for advertising will be billed to the Company at the regular rates as published by Media owners. The Service Provider will submit estimate/s, which will be duly approved by the Company.
- (b) **Production Charges:** For production of mechanicals, Service Provider will charge the Company as per the standard rates charged by processors, which will be duly approved by the Company.
- (c) Likewise, the production of other items such as printing material, films, audio/visuals, recording of tapes etc. will be charged according to our estimates approved by the Company in advance.

5) Terms of Payment:

- (a) The Company agrees to pay each valid tax invoice within thirty (30) days from the date of its receipt subject to withholding taxes as per applicable laws. With respect to few media properties, the Company agrees to pay advance as mutually agreed between the Company and Service Provider.



6) Taxation

- (a) Goods or Services Tax or GST means any tax on the supply of goods or services which is leviable or assessed under Goods and Services Tax Legislation at Centre and State level as amended from time to time (GST Law).
- (b) The prices for the supply of the goods or services quoted by Service Provider or agreed by the Company shall be exclusive of GST.
- (c) Service Provider warrants that it shall comply with the GST compliances as may be applicable upon it and shall render the Company indemnified of all the tax costs, including interest and penalty in the event of any default of GST Law by Service Provider.
- (d) Service Provider warrants that it shall provide a proper tax invoice/debit note in the form and manner prescribed under GST invoice rules containing all the particulars mentioned therein. In the event that the Service Provider fails to provide the invoice/debit note in the form and manner prescribed under rules, the Company shall not be liable to make any payment against such invoice/debit note.
- (e) Service Provider shall ensure filing of all the returns, disclosure of supplies made to the Company, if any, in such returns and timely payment of GST thereon.
- (f) The Company may at any time ask Service Provider the evidence that the respective invoices have been disclosed in GST returns of respective months and the Service Provider should undertake to furnish the proof of electronically filed GST return to the relevant authority.
- (g) The Company need not make a payment of the GST amount until it receives a tax invoice or debit note (as appropriate) for the supply to which the payment relates.
- (h) In case of rejection of Input Tax Credit (ITC) by the concerned tax authority, on account of non-payment of GST amount by Service Provider or for any other reasons attributable to Service Provider, the Service Provider shall indemnify the Company against all consequences, liabilities of any kind whatsoever directly arising from denial of ITC including but not limited to interest and penalty arising out of such default.
- (i) Each Party agrees to do all things, including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the other Party/ies to claim or verify any ITC, set off, rebate or refund in relation to any GST payable under this Agreement or in respect of any supply under this Agreement.
- (j) As required by any applicable legislation, where identifiable cost savings are realized by virtue of any amendment/modification in the GST law, rules, regulations or any other notifications issued thereunder, those cost savings will be passed on to the Company.
- (k) Any breach of the above indemnification or undertakings shall be construed as breach of the terms and conditions for reimbursement of GST and the Company shall be at liberty to take such action against the Service Provider including recovering of reimbursed GST amount from –
 - i. any of the Bank Guarantee executed in favour of the Company, if any,
 - ii. Security deposit paid by the Service Provider, if any, or
 - iii. Other unpaid invoices, if any are raised to the Company.

7) Intellectual Property Rights

- (a) Service Provider shall use the name or any trademark, logo, trade name or service mark of the Company for the purposes of the Agreement and in such manner as approved by the Company.
- (b) Ownership of all Intellectual Property Rights in the Services including all the deliverables, materials and work (collectively referred to as the “**Deliverables**”) shall vest in the Company immediately upon its creation. Service Provider will execute all deeds, documents and instruments as may be required by the Company in relation to such Intellectual Property Rights. In the event that the Deliverables is a creation benefiting from copyright protection, the Service Provider acknowledges that the



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Deliverables is a collective work created by the Company conferring on the latter the capacity of sole author of the Deliverables. "Intellectual Property Rights" means any copyright; design right, registered design or any other rights of a similar nature, any patent or invention, and any trade or service marks.

- (c) Notwithstanding anything above, if Service Provider does not own and cannot assign to the Company any Intellectual Property Rights in any materials created by third parties or any pre-existing materials, then Service Provider shall notify the Company in writing the limitations and terms regarding the use and inclusion of them in the Deliverables, and shall use its best endeavors to procure for the Company a usage license pursuant to the terms acceptable to the Company.

8) Non-Disclosure/Confidentiality Obligations

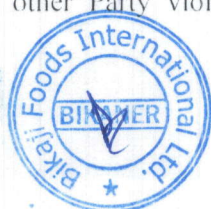
- (a) Service Provider shall ensure that during the subsistence of this Agreement all personnel assigned to the Company under this Agreement, shall not undertake any other assignment for the Service Provider in respect of any brand/ organization which has conflict of interest with the Company. Service Provider hereby agrees that all tangible and intangible information obtained/received/developed or disclosed/ communicated pursuant to this Agreement in writing or which on the face of it appears to be confidential or important to the business or strategy of the Company shall be treated as confidential and Service Provider shall not disclose or use any of such Confidential Information to any third party without obtaining prior written consent of the Company.
- (b) Confidential Information does not include the information which is i) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of Service Provider; ii) discovered or created by the Service Provider before disclosure by the Company; iii) learned by Service Provider through legitimate means other than from the Company or its representatives.
- (c) Service Provider agrees to treat the Company's confidential information with the same care Service Provider treats its own information of like kind, but in no event less than a reasonable degree of care. Service Provider and any of its representatives shall not divulge or appropriate such Confidential Information to its own use or to the use of others, except as may be authorized or directed by the Company. Service Provider shall promptly upon the termination of the Agreement return to the Company all such Confidential Information, which is in a written or tangible form.
- (d) The obligation of confidentiality under this clause shall survive the termination of this Agreement.
- (e) It is agreed that the names of the Parties, the nature of relationship, term and the existence of the Agreement, may be disclosed by the Company in various documents, advertisements and presentations in connection with any initial public offering of shares or any capital raising, proposed to be undertaken by the Company.

9) Indemnification

- (a) Service Provider shall keep the Company indemnified, defend and hold harmless from and against any and all losses, damages, liabilities, claims, demands, suits, proceedings, compensation, cost and expenses (including reasonable attorney's fees) that the Company may incur or be liable for as a result of any claim, suit or proceeding made or brought against the Company based upon or arising out of (a) statements/ communications, oral or written that Service Provider may make without written consent of the Company; (b) for any breach of Service Provider's responsibilities; (c) for any breach of representation and warranties by Service Provider, including confidentiality obligations under this Agreement; (d) gross negligence, or intentional misconduct and (e) third party Intellectual Property Rights breach or alleged breach.
- (b) This clause shall survive the termination of this Agreement.

10) Termination

- (a) This Agreement may be terminated upon written notice as follows:
- The Company may terminate this Agreement, without cause, upon not less than thirty (30) days prior written notice to Service Provider;
 - Either Party may terminate this Agreement immediately upon written notice to the other Party if such other Party violates any laws, statutes, ordinances, court orders, or other legal



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- mandates or commits breach of the terms of this Agreement and is not rectified within 15 days thereafter;
- iii) Either Party can terminate this Agreement for 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;
 - iv) Either Party may terminate this Agreement upon written notice to the other Party if the other Party goes into liquidation according to or under the law by which it is governed or becomes insolvent/bankrupt.
- (b) Upon termination of this Agreement, each Party shall continue to be liable for the obligations, duties, liabilities incurred prior to the termination of this Agreement.

11) Relationship

- (a) It is expressly agreed and understood that Service Provider is an independent contractor. This Agreement and any terms therein shall not constitute any partnership, joint venture, agency or employment relationship between the Parties.

12) Assignment

- (a) No rights, liabilities or obligations under this Agreement shall be assigned by Service Provider without the prior written consent of the Company.

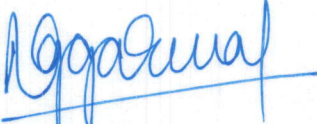
13) Governing Law & Dispute Resolution

- (a) This Agreement shall be governed by and construed in accordance with the laws in India. Disputes if any, arising out of this Agreement shall be amicably settled between the Parties hereto by mutual discussions. If the disputes cannot be amicably settled, either party may as soon as practicable, but not earlier than one month after a request to settle the dispute amicably has been made to the other Party, give to the other Party notice in writing of existence of such question. Any dispute or difference arising out of or in connection with this Agreement, which cannot be amicably settled within 15 (Fifteen) days, shall be referred at the request in writing of either Party to binding arbitration by 1 (one) arbitrator to be appointed by mutual consent of the Parties. The language of arbitration shall be English and the venue of arbitration shall be Bikaner, Rajasthan, India.
- (b) Subject to the above provisions, courts of Bikaner, Rajasthan, India shall have exclusive jurisdiction for matters pertaining to this Agreement.

14) Entire Agreement

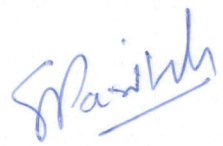
- (a) This Agreement, together with all attachments, constitutes the entire Agreement between the Parties regarding the subject matter of this Agreement and will supersede all prior oral or written representations and agreements.

Approved and Accepted,
For **BIKAJI FOODS INTERNATIONAL LTD.**


DEEPAK AGARWAL
WHOLE TIME DIRECTOR



Approved and Accepted,
For **3 BROTHERS AND FILS**


SAGAR PARIKH
MANAGING PARTNER

