

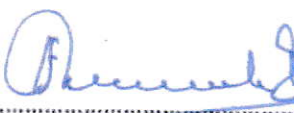

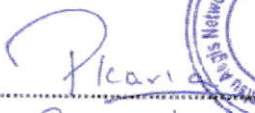

CONFIDENTIAL

## DENTSU AEGIS NETWORK SERVICES AGREEMENT

## COMMERCIAL TERM SHEET

<b>PARTIES:</b>			
Agency:	CARAT A trading division under Dentsu Aegis Network Communications India Private Limited CIN: U74300MH1986PTC039002	Client:	MANAPPURAM Manappuram Finance Ltd
Address:	601-B Wing, Poonam Chambers, DR. A B Road, Worli, Mumbai-400018	Address:	IV / 470 (old) W638A (New), Manappuram House, Valapad, Thrissur, Kerala, India - 680 567
<b>TERM:</b>			
Start Date:	01 JULY 2017	End Date:	30 JUNE 2019
<input checked="" type="checkbox"/> AUTO RENEW			
<b>SERVICES:</b>			
Territory(ies):	All India except Kerala		
Services:	<input checked="" type="checkbox"/> Media Services <input type="checkbox"/> Creative Services <input type="checkbox"/> Other Services The Services are more particularly described in each applicable Statement of Work.		
Media:	<input checked="" type="checkbox"/> Offline <input type="checkbox"/> Out of Home <input checked="" type="checkbox"/> Digital Services (including Display, Performance, SEM, Social, Mobile)		

This Commercial Term Sheet must be read alongside the Terms and Conditions ("T&Cs") and schedules which are attached to this Commercial Term Sheet. The T&Cs and schedules, together with this Commercial Term Sheet entered into on 08 day of April 2019 constitute a binding agreement ("Agreement") between the parties and will apply to any media schedule, work order and/or any services supplied to the Client by Agency during the Term.

Executed for and on behalf of Client:   Name: B. N. RAVEENDRA BABU Title: EXECUTIVE DIRECTOR. Date: 04/06/2019	Executed for and on behalf of Agency:   Name: PRATIK KARIA Title: U.P. Finance Date: 08/04/2019
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FOR UNION BANK OF INDIA

AUTHORISED SIGNATURE

 M. S. MARG, BRANCH  
 LAKSHMI SARAKAR LAKSHMI SARAKAR  
 PLANNING & TRAVEL OPERATIONS  
 601 B WING, POONAM CHAMBERS  
 DR. A B ROAD, WORLI, MUMBAI-400018  
 D: 022-2354 1000 R: 022-2354 1001

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## DENTSU AEGIS NETWORK SERVICES AGREEMENT

### TERMS AND CONDITIONS

#### 1. INTRODUCTION

These Terms and Conditions ("T&Cs") apply to the provision by Agency to Client of certain services, as described in the attached commercial term sheet ("Commercial Term Sheet"), and each Statement of Work. In the event of any conflict or inconsistency, the documents shall prevail in the following order: (i) the T&Cs; (ii) a Statement of Work; and (iii) the Commercial Term Sheet (subject to any express written statement in a document or part thereof that states that such document or part thereof prevails over the T&Cs).

#### 2. DEFINITIONS AND INTERPRETATION

- 2.1 Terms not defined in these T&Cs will have the meanings set out in the Commercial Term Sheet and applicable Statement of Work. In addition, the following terms shall have the following meanings:

**"Agency Affiliate"** means any of the following: (a) companies directly or indirectly belonging to or controlled by Agency through management appointment or otherwise; (b) companies directly or indirectly belonging to or controlled by companies which directly or indirectly own or control Agency; and (c) any companies having entered into an affiliation agreement with Agency or the above-referred companies. **"Control"** means the power of an entity to secure that the affairs of another are conducted in accordance with its wishes and **"controlled"** shall be construed accordingly;

**"Agency Materials"** means materials owned by Agency or Agency Affiliates prior to the date of this Agreement or developed or created or acquired by or on behalf of Agency or Agency Affiliates other than in the course of providing the Services and the derivatives of such materials;

**"Business Day"** means any day other than a Saturday, Sunday or a bank or public holiday in Agency's principal place of business;

**"Charges"** means the Fees and any other costs and/or commissions and expenses payable by Client in connection with the Services.

**"Client Materials"** means materials provided by Client to Agency in connection with this Agreement (including without limitation Client's name, logo and trade marks and any third party materials provided by Client to Agency in connection with this Agreement);

**"Deliverables"** means the deliverables to be provided as part of the Services, as more particularly described in each Statement of Work (where applicable) but specifically excluding tools or platforms used by Agency to provide the Services and/or deliverables;

**"Fees"** means the fees invoiced and payable by Client as set out in each Statement of Work

**"Force Majeure"** has the meaning set out in clause 17.3;

**"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trade marks and service marks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and the right to be granted renewals or extensions of, and rights to claim priority from, these rights and all similar or equivalent rights or forms of protections which subsist or will subsist, now or in the future, in any part of the world;

**"Media"** means the media as described in the Commercial Term Sheet.

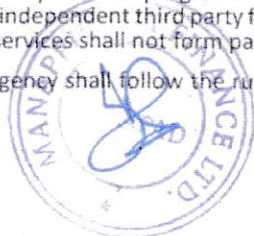
**"Services"** means the services to be provided on the Media by Agency to Client pursuant to this Agreement, as described in general terms in the Commercial Term Sheet and, where applicable, more specifically, in each Statement of Work or such other services agreed by the parties in a Statement of Work;

**"Statement of Work" or "SOW"** shall mean the First Agreed SOW set out in Schedule 1 as well as any additional document signed by both Parties in substantially the form set out in Schedule 1. There may be one or more SOWs under this Agreement.

**"Third Party Materials"** means materials owned by a third party (excluding, for the avoidance of doubt, Agency Materials and Client Materials).

#### 3. AGENCY'S ROLE

- 3.1 Client hereby appoints Agency to provide, and Agency agrees to provide, the Services to Client in the Territory in respect of the Media specified in the Commercial Terms.
- 3.2 Agency will provide the Services: (a) with professional care and skill; and (b) in accordance with the terms of this Agreement.
- 3.3 Client will not obtain or use services from any third party that are the same as or similar to the Services during the Term.
- 3.4 If Client opts to use programmatic digital services from the Amnet Group, such services shall be treated as services provided by an independent third party from Agency and shall be subject to separate terms and conditions. For the avoidance of doubt, such services shall not form part of the Services or this Agreement.
- 3.5 The Agency shall follow the rules as laid down by the industry bodies like Advertising Agencies Association of India (AAAI),



## DENTSU AEGIS NETWORK SERVICES AGREEMENT

Indian Broadcasting Federation (IBF), Indian Outdoor Advertising Association (IOAA), Indian Newspaper Society (INS), Prasar Bharati – Doordarshan (DD), All India Radio (AIR) and the rules laid down by the Joint Working Committee of AAAI-IBF and AAAI-INS.

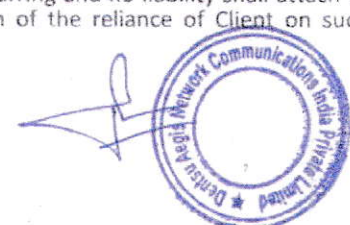
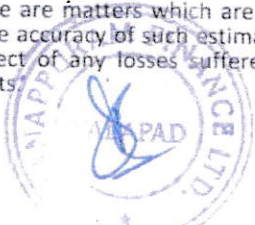
- 3.6 Any Client Affiliate in the Territory may avail Services to from the Agency by entering into a Statement of Work. Each such Statement of Work will be governed by the terms of this Agreement and Client agrees to procure the adherence of each such Affiliate to the terms of this Agreement and the performance of the Client Affiliate of its obligations under the applicable Statement of Work. Solely in relation to Services provided under a Statement of Work to any Client Affiliate, any references to Client in such Statement of Work shall be deemed to be a reference to the Client Affiliate. Client further agrees that it shall be responsible and guarantee for any defaults in payments by its Client Affiliates.

#### 4. CLIENT RESPONSIBILITIES

- 4.1 Client will cooperate with Agency in all aspects relating to the Services, including, without limitation, giving Agency clear briefings and approving all Deliverables.
- 4.2 Client will be responsible for making all arrangements necessary for it to access, receive and utilise the Services and the Deliverables.
- 4.3 If Agency's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client, its agents, subcontractors, consultants or employees, such failure or delay in performance on the part of Agency shall not constitute a breach of this Agreement and Agency shall not be liable for any costs, charges or losses sustained or incurred by Client that arise directly or indirectly from such failure or delay.
- 4.4 The Client shall follow the rules as laid down by the industry bodies like Advertising Agencies Association of India (AAAI), Indian Broadcasting Federation (IBF), Indian Outdoor Advertising Association (IOAA), Indian Newspaper Society (INS), Prasar Bharati – Doordarshan (DD), All India Radio (AIR) and the rules laid down by the Joint Working Committee of AAAI-IBF and AAAI-INS.

#### 5. PERFORMANCE OF THE SERVICES

- 5.1 The general scope of Services to be provided by Agency to Client is set out in the Commercial Term Sheet and Schedule 1. Specific Services relevant to campaigns or specific engagements will be set out in Statements of Work.
- 5.2 Before executing any advertising idea, plan, program or campaign, Agency shall obtain Client's approval in writing. In executing an approved idea, plan, program or campaign, Agency shall obtain Client's approval for copy, layouts, artwork, proofs, radio scripts, TV storyboards, scripts and answer prints, and other material that Agency proposes to use; and schedules showing the times when, and media through which, it is proposed that such material be presented (the "Approval Items").
- 5.3 Upon receipt of the Approval Items, Client shall, as soon as reasonably practicable (taking into account any campaign deadlines agreed with Agency), notify Agency as to whether it approves or rejects the Approval Items. Where it rejects the Approval Items, Client shall cooperate with Agency and provide a full explanation as to the reason for the rejection. Where Client does not confirm whether it approves or rejects the Approval Items within a period of 5 Business Days, or where it starts using any Approval Items, such items will be deemed approved by Client with immediate effect. Agency shall promptly resubmit rejected Approval Items, which will then be subject to the approval process described in this clause. Any delay in approvals may result in additional third party costs for which Client shall be responsible. Agency shall be entitled to order, contract, execute or otherwise arrange for the advertising idea, plan, program or campaign upon receiving the Approval Items.
- 5.4 Client may request Agency to cancel or amend any plans, schedules or work in progress forming part of the Services the Client shall provide at least prior written notice of 15 days and the Agency will use reasonable efforts to comply with any such request provided that Agency is able to do so within its contractual obligations to third parties.
- 5.5 In the event of any such cancellation or amendment, Client shall promptly pay to Agency: (a) Agency's Charges covering the cancelled or amended Services (calculated on a pro rata basis for the period up to the effective date of cancellation or amendment); (b) any charges, expenses or additional costs paid or payable by Agency in relation to the cancellation or amendment (including without limitation retrospective rate adjustments, cancellation charges or lower discounts from third parties); and (c) any Cancellation Fee specified in a SOW.
- 5.6 Where a media owner levies late copy charges against Agency and such charges do not result from the negligent or wilful act or omission of Agency, Client shall immediately upon presentation of an invoice reimburse the amount of such late copy charges to Agency.
- 5.7 Where applicable, it is further expressly understood and agreed between both parties that in planning the media buying campaign for Client, while Agency undertakes to use all reasonable care in the preparation of estimated and target figures relating to television ratings and the cost of airtime as regards : i) the number, proportion and type of person likely to be exposed to the campaign; ii) the number of exposures each person is likely to receive; and iii) the cost of achieving such exposures, these are matters which are ultimately beyond the control of Agency, and hence no warranties are given by Agency as to the accuracy of such estimates or targets or as to the figure actually occurring and no liability shall attach to Agency in respect of any losses suffered by Client or by any third party by reason of the reliance of Client on such estimates/targets.



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5.8 If it is agreed as part of the Services that domain names or trade marks are to be created, Agency shall carry out clearances and registrations only where agreed in writing with Client and at Client's cost. All other clearances, registrations and renewals will be Client's sole responsibility.

### 6. FINANCIAL PROVISIONS

6.1 In consideration of providing the Services, Client shall pay to Agency the Charges in accordance with each Statement of Work.

6.2 Amounts stated under the SOWs are exclusive of applicable indirect taxes, levies or any stamp duty payable as per applicable law, which shall be payable by Client in addition to the relevant amounts at the prevailing rate.

6.3 The Charges shall be invoiced by Agency and payable by Client in accordance with Schedule 1 or the applicable Statement of Work, in full, without set-off, counterclaim or withholding, by bank transfer into the bank account nominated by Agency in the currency specified in the invoice.

6.4 Unless otherwise specified, Agency shall be entitled to issue its invoices on an ad hoc basis and invoices will be payable within 30 days of the date of the invoice. All sums paid late shall, without prejudice to Agency's other rights and remedies, be subject to interest at the rate of 2% per annum above the base lending rate of Agency's principal lending bank from the due date until the date of payment in full. In the event Client defaults in payments for more than two consecutive months, the Agency shall be entitled to suspend the Services under this Agreement.

6.5 For some aspects of the Services that are provided by third parties, those third parties may require an advance or down-payment. Under such circumstances, Agency will inform Client, and an invoice covering the advance or down-payment will be prepared and sent by Agency to Client for immediate settlement.

6.6 All out-of-pocket expenses incurred by Agency in pursuance of the fulfilment of the Services shall be recharged to Client at net cost, subject to Client's prior approval of the applicable amounts, including without limitation: (a) research work; (b) any costs incurred for production work required in connection with the Services including, without limitation, film production, artwork, engravings, electros, photography, talent fees, recordings (including for test purposes), the services of performers, block-making, type-setting, typography and print work; (c) travel costs; (d) long-distance telephone calls; (e) production costs involved in the preparation of packaging, labels and cartons, exhibition and display material, booklets, sales letters, product publicity and other promotional material or services as may be prepared or suggested by the Agency; (f) costs incurred in taking legal or other advice and undertaking trade mark, domain name or other searches, enquiries, registrations, renewals and clearances; and (g) despatch and carrier costs.

6.7 Where a surcharge is levied by a supplier against Agency due to late payment and this results from late payment by Client, Client shall (without prejudice to Agency's other rights and remedies) immediately upon presentation of an invoice reimburse to Agency the amount of such surcharge, together with any accrued interest charged by the supplier in respect of the overdue amount.

6.8 Intentionally deleted.

6.9 Agency at its own cost, shall be entitled to arrange and maintain credit insurance cover on the expenditure (including without limitation media expenditure) incurred on behalf of Client. Where, for any reason this insurance cover is either refused, withdrawn, revised or inadequate to cover the liabilities of Agency, Client agrees to arrange for suitable financial guarantees to be granted to Agency. If such guarantees are unavailable or are in Agency's opinion not sufficient to meet the commitments of Client then Agency will invoice Client for the amount to be paid prior to commitment and such commitment shall only be made following receipt by Agency of cleared funds in payment of such invoices. If Client is unwilling and/or unable to provide advance payment or arrange for suitable (to the reasonable satisfaction of Agency) financial guarantees, Agency shall be entitled to (i) cancel existing commitments, without being responsible for any losses or additional costs incurred by Client as a result of any such cancellation, (ii) automatically suspend all of its obligations in relation to committing to other expenditure under this Agreement and/or (iii) terminate this Agreement upon no less than seven (7) days' written notice.

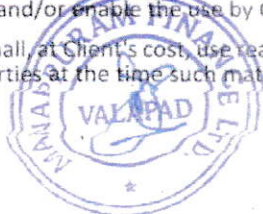
### 7. INTELLECTUAL PROPERTY RIGHTS

7.1 Unless otherwise approved in writing by the Client, all Intellectual Property Rights in and to the Deliverables, other than Intellectual Property Rights in and to Agency Materials and Third Party Materials, will immediately vest in Client. Agency hereby assigns by way of present assignment of present and future rights such rights to Client.

7.2 As between the parties, all Intellectual Property Rights in and to Client Materials shall remain vested in Client. Client hereby grants to Agency a non-exclusive, royalty-free licence to use the Client Materials solely as necessary to perform the Services in accordance with this Agreement. Client is solely responsible for all consents and licences required for the use of Client Materials in accordance with this Agreement and their compliance with applicable law.

7.3 As between the parties, all Intellectual Property Rights in and to Agency Materials shall remain vested in Agency. To the extent that any of the Deliverables incorporate or embody Agency Materials, Agency grants to Client a perpetual, irrevocable, royalty-free, non-transferable (save as permitted by this Agreement), non-exclusive licence to use such Agency Materials to facilitate and/or enable the use by Client of the applicable Deliverable(s) in accordance with this Agreement.

7.4 Agency shall, at Client's cost, use reasonable endeavours to obtain for Client all usage rights in Third Party Materials as agreed by the parties at the time such material is commissioned. Save to the extent that the applicable Intellectual Property Rights



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in and to the Third Party Materials are assigned to Client, such Intellectual Property Rights shall remain vested in the applicable third party. Client is responsible for all other clearances.

- 7.5 Agency shall use reasonable endeavours to obtain waivers of all moral rights in and to the Deliverables.
- 7.6 Client shall only use the Services and Deliverables in accordance with any usage restrictions and licence conditions specified as per the terms of this agreement or third party licensor. Save as otherwise expressly permitted by this Agreement or otherwise agreed in writing, Client shall not copy, reproduce, make derivative works of, reverse engineer, decompile or disassemble any Agency Materials or Third Party Materials or modify or remove any proprietary notices or legends placed on or within the Agency Materials or Third Party Materials.

Agency shall be entitled (both during and after the Term) to use the Deliverables for the purpose of promoting its own business (for example, but without limitation, on its corporate websites and in entering materials for industry awards).

- 7.7 All campaigns, trademarks of the Client, service marks, slogans, artwork, written materials, drawings, photographs, graphic materials, film, music, transcriptions, or other materials that are subject are the property of the Client.

## 8. WARRANTIES

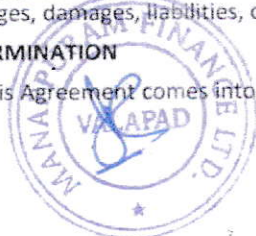
- 8.1 Save as expressly set out in this Agreement, all conditions, warranties or other terms on the part of Agency which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded by Agency, including the implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose.
- 8.2 The Deliverables under this agreement shall comply with applicable law, regulations, guidelines or codes of practice and shall not infringe the Intellectual Property Rights of any other person.
- 8.3 Agency will not be liable for delays or errors in any of the Deliverables as published unless and to the extent that this is caused by its breach of this Agreement or whether such Deliverables have not been approved by the Client.
- 8.4 Agency warrants that to the best of its knowledge and belief, the use of Agency Materials in accordance with this Agreement shall not infringe the Intellectual Property Rights of any other person.
- 8.5 Agency makes no warranty and is not responsible for any materials once such materials are released or posted in the public domain as requested or approved by Client, including, without limitation, via seeding materials on social media (being any digital platform which allows individuals or businesses to post content for viewing by others) and/or video sharing websites or the use of internet-based "widgets".
- 8.6 Client warrants that to the best of its knowledge and belief:
- Client Materials and all information supplied to Agency in relation to Client's products and services before and during the Term will be true, accurate, complete, up-to-date and not misleading; and
  - Client Materials and the use of such Client Materials in accordance with this Agreement shall comply with applicable law, regulations, guidelines or codes of practice and shall not infringe the Intellectual Property Rights of any other person. Without prejudice to Client's responsibility and Agency's other rights and remedies, Agency is entitled to refuse to perform Client's request if, in Agency's opinion, such action may result in violation of any applicable law, regulation, guideline or code of practice. Where the law or an appropriate authority requests, Client shall also be obliged to provide Agency with factual evidence in respect of product or advertisements.
  - Client shall ensure it has in place suitable and compatible equipment, networks and software to receive the Deliverables and the Services.
  - Client shall ensure that any Client Materials and any equipment or networks which connect to Agency's systems do not contain software viruses or any other computer code, files or programmes designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

## 9. INDEMNITIES

- 9.1 Agency shall indemnify and hold harmless Client from and against any and all costs, expenses, charges, damages, liabilities, claims or actions of any kind which may be incurred, suffered, brought or threatened against Client arising out of (and only to the extent of) a breach by Agency of clause 8.44. Agency shall not be liable under this indemnity in respect of any costs, expenses, charges, damages, liabilities, claims or actions to the extent that these are caused by acts or omissions of Client.
- 9.2 Client shall indemnify and hold harmless Agency from and against any and all costs, expenses, charges, damages, liabilities, claims or actions of any kind which may be incurred, suffered, brought or threatened against Agency arising out of (and only to the extent of) a breach by Client of clause 8.6 and claims pertaining to payments to any third party vendors.
- 9.3 The party entitled to an indemnity under this Agreement shall take all reasonable steps to mitigate the applicable costs, expenses, charges, damages, liabilities, claims or actions.

## 10. TERM AND TERMINATION

- 10.1 The Term of this Agreement comes into effect on the Start Date and ends on the End Date, as indicated on the Commercial



## DENTSU AEGIS NETWORK SERVICES AGREEMENT

Term Sheet, unless terminated by either party by providing not less than thirty days' prior written notice, such notice to have effect on expiry of the Initial Term or applicable Renewal Term.

10.2 Either party may terminate this Agreement (including all Statement(s) of Work) and/or the applicable Statement(s) of Work immediately on written notice to the other party if the other party breaches any material provision of the Agreement (including clause 16) or applicable Statement(s) of Work and (where such breach is capable of remedy) does not remedy that breach within 28 days of being required to do so in writing. If a party has a right to terminate one or more particular Statement(s) of Work pursuant to this clause, it may choose either to terminate only the Statement(s) of Work in question or the Agreement in its entirety.

10.3 Either party may terminate this Agreement immediately on written notice to the other party if the other party has a receiver, administrative receiver, administrator, liquidator or provisional liquidator appointed over all or any part of its assets (or their respective equivalents in any other jurisdiction).

10.4 Notwithstanding anything contained in this agreement, Client can terminate the agreement by giving a notice of 30 (Thirty) days without assigning any reason.

### 11. LIABILITY

11.1 Nothing in this Agreement seeks to limit or exclude liability for death or personal injury caused by negligence, for fraud or for any other type of liability that cannot be limited or excluded under applicable law.

11.2 To the maximum extent permitted by law, neither party shall be liable to the other for any:

- a. loss of actual or anticipated income;
- b. loss of actual or anticipated profits;
- c. loss of contracts; or
- d. for any special, indirect or consequential loss or damage of any kind,

howsoever arising in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, and including under the indemnity obligations under this Agreement.

11.3 Save in relation to the confidentiality obligations under clause 14, to the maximum extent permitted by law, the maximum aggregate liability of Agency to Client under or in connection with this Agreement, whether in contract, tort (including negligence) breach of statutory duty or otherwise (including under the indemnity obligations under this Agreement), shall not exceed an amount equal to 100% of the Fees (excluding, for the avoidance of doubt, any third party expenditure paid or payable by Agency on Client's behalf) paid or payable by Client under this Agreement to Agency in the Territory during the 12 months immediately preceding the relevant claim.

### 12. NON-SOLICITATION

The Parties agree that they will not either on its own account or in partnership or association with any person, firm, company or organisation or otherwise and whether directly or indirectly during the Term and for a period of twelve months thereafter solicit or entice away or attempt to solicit or entice away (or authorise the taking of any such action by any other person) any employee of either party who has been engaged on the performance or receipt of the Services.

### 13. ASSIGNMENT AND SUB-CONTRACTING

13.1 Agency may: (a) sub-contract any or all of its obligations under this Agreement provided that Agency shall remain at all times liable for the performance of this Agreement; and (b) assign or sublicense any or all of its rights under this Agreement to any Agency Affiliate.

13.2 Save as set out in clause 13.1, no assignment, subcontracting or sublicensing is permitted.

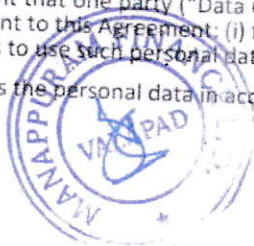
### 14. CONFIDENTIALITY

Each party undertakes that it will not at any time hereafter use or disclose to any person, except: (i) to its professional representatives and advisors, (ii) in the case of Agency only, to its Agency Affiliates or sub-contractors (including, without limitation, business process outsourcing services providers); or (iii) as may be required by law or any legal or regulatory authority, the terms and conditions or existence of this Agreement or any business ideas, market opinions, information and/or material concerning the business or affairs of the other party which may have or may in the future come to its knowledge. Neither party shall use any such confidential information except for the performance of this Agreement or make any announcement relating to this Agreement or its subject matter without the prior written approval of the other party. Unless otherwise agreed in writing, no intellectual property rights or licences are implied or granted in respect of the same.

### 15. DATA PROTECTION

15.1 To the extent that one party ("Data Controller") passes to the other party ("Data Intermediary") any personally identifiable data pursuant to this Agreement: (i) the Data Controller agrees that it has such permissions and consents required to enable both parties to use such personal data in connection with the Services; and (ii) the Data Intermediary agrees that it shall:

- a. process the personal data in accordance with Data Controller's reasonable instructions;



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- b. protect the personal data by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal (or similar risks);
- c. upon termination of this Agreement, cease to retain the personal data that it no longer requires under this Agreement and, at the Data Controller's option, either return the personal data to the Data Controller or destroy the personal data;
- d. where personal data is transferred by or on behalf of the Data Intermediary to a country or territory outside of the Territory, take reasonable steps to ensure that the standard of protection applied to such personal data is comparable to the protection required under this Agreement; and
- e. in accordance with the Information Technology Act, 2000 and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011.

## 16. ANTI-BRIBERY

16.1 Each party warrants and undertakes that:

- a. it will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Prevention of Corruption, Act 1988 ("Relevant Requirements"); and
- b. it has and shall maintain in place throughout the Term all policies and procedures necessary to ensure compliance with the Relevant Requirements.

## 17. Audit

Agency shall at all times whenever required furnish all information, records, data stored in whatsoever form to external independent auditors and/or statutory/RBI inspecting auditors ("Auditors") and extend full cooperation in carrying out of such inspection. Agency will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry inspection and/or other functions. Agency is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the Auditors. Further, Agency has to ensure rectification of all the irregularities thus pointed out by the Auditor within a given time frame.

## 17. GENERAL

- 17.1 Unless otherwise agreed by the parties, Agency acts in all its contracts as a principal and not as agent for Client in respect of dealings with media owners and other third party suppliers ("Suppliers") and shall place orders and enter into contracts with the Suppliers in its own name and on its own account. Nothing in this Agreement is intended to or shall operate to create a partnership or relationship of principal and agent between the parties.
- 17.2 The service of proceedings, and any notice of termination, given under or in connection with this Agreement shall be in writing (excluding email) and served by hand, prepaid first class recorded delivery or prepaid international recorded airmail to the other party's address. Such notice shall be deemed to have been served at the time of delivery. All other communications (including in relation to approvals) under this Agreement may be given via email and shall be deemed received upon sending, save in the case of manifest technical error.
- 17.3 Neither party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement (other than payment obligations) caused by circumstances beyond its reasonable control ("Force Majeure Event"). The affected party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event.
- 17.4 No provision of this Agreement (or any document entered into in connection with this Agreement) shall be modified or varied without the written consent of the parties.
- 17.5 No delay, failure or omission (in whole or in part) in exercising or pursuing any right or remedy under this Agreement will be construed as a waiver of that right or remedy.
- 17.6 The provisions of clauses 2 (Interpretations and Definitions), 7 (Intellectual Property Rights), 8 (Warranties), 9 (Indemnities), 11 (Liability), 12 (Non-Solicitation), 14 (Confidentiality), 15 (Data Protection), 16 (Anti-Bribery) and 17 (General) shall survive termination or expiry of this Agreement.
- 17.7 This Agreement may be signed in counterparts and by the parties on separate counterparts, each of which when so executed shall be an original, but all counterparts shall together constitute one and the same document.
- 17.8 A person who is not a party to this Agreement has no right to rely upon or enforce any term of this Agreement.
- 17.9 This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes any previous agreement or understanding between the parties in relation to such subject matter. In entering into this Agreement, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in this Agreement. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.



## DENTSU AEGIS NETWORK SERVICES AGREEMENT

- 17.10 Pursuant to this Agreement or the SOWs, the Client may issue transaction specific service purchase order(s) for the supply of Services. Any purchase order now existing or hereinafter entered into between the Parties shall be subject to, governed by and construed in accordance with the terms and conditions of this Agreement and shall be considered as part and parcel of this Agreement. In the event of any conflict and/or discrepancy between any of the provisions contained in this Agreement and the provisions contained in the said purchase order(s), the provisions contained in this Agreement shall take precedence over the provisions contained in the said purchase order(s).
- 17.11 If any provision of this Agreement is found to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement, which will remain in full force and effect.
- 17.12 The Parties herein expressly agree that amount of stamp duty if any payable in respect of this Agreement shall be borne and equally payable by both parties. In the event of the Agency paying the entire stamp duty, the Agency reserves the right to claim the balance stamp duty from the Client.
- 17.13 This Agreement shall be governed by the laws of India and any and all disputes arising out of or in connection with this Agreement (including without limitation any alleged breach, or challenge to the validity or enforceability, of this Agreement or any provision hereof) shall be subject to the exclusive jurisdiction courts in Kochi, Ernakulam.



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## DENTSU AEGIS NETWORK SERVICES AGREEMENT

### SCHEDULE 1: FIRST AGREED SOW

#### STATEMENT OF WORK NUMBER 1

This Statement of Work ("SOW") dated 08 April 2019 is made pursuant to and is governed by the Services Agreement with Start Date July 01<sup>st</sup> 2017 ("Agreement") entered into between Manappuram Finance Ltd ("Client") and Carat, A trading division under Dentsu Aegis Network Communications India Private Limited ("Agency").

The Parties hereby agree as follows:

#### 1. Effect of SOW

- 1.1 Client wishes to obtain and Agency has agreed to provide the Services as described in this SOW in accordance with the terms of the Agreement.
- 1.2 In the event of any conflict between the terms and conditions of this SOW and the terms of the Agreement, the terms of the Agreement shall prevail to the extent of the conflict or inconsistency, save where this SOW is expressed to vary by mutual agreement of the Parties, a specific clause in the Agreement.
- 1.3 Unless the context otherwise requires, terms in this SOW will have the meaning set out in the Agreement.

#### 2. Services

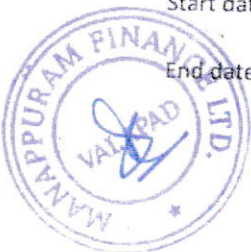
Agency shall provide the following Services to Client:

SR. NO.	PARTICULARS
1	Planning and implementation across TV/Print/Radio/ OOH / Digital / Cinema/ for brand campaign / strategy and show campaign / strategy – across all media mentioned in the contract
2	Negotiating and buying time/space across TV/Print/Radio/ OOH / Digital /Cinemas at the best possible rates
3	Monthly Media, Channels, Competition updates to be shared with client along with sharing new launches, promo plans featuring the campaigns (across different shows, products and genres) (for competition).
4	Regular updates on media trends - viewing patterns/ channels performance/ advertiser trends / IRS updates / CCS data updates or any other research reports as relevant
5	Share BARC, ComScore & IRS and other syndicated study analysis as and when needed
6	Post buy analysis at a campaign level to analyze the effectiveness of the campaign vis a vis competition for TV, Print & other media
7	OOH – Monitoring of the activity as per data availability; Competition tracking to be shared on a monthly basis or when any launch happens
8	Digital - Running ads on digital platforms like search, social media, display, video sites and networks, email etc, Campaign tests for ad creative, ad copy, landing page, Research and paid media strategy language etc. Ongoing campaign optimization, Campaign tracking and reporting,
9	Reviews every 2 months to monitor the hits and misses.
10	Help support Promo planning of in co-ordination with the channel research team

#### 3. Term of SOW

Start date of Services: 1<sup>st</sup> July, 2017

End date of Services: 30<sup>th</sup> June, 2019



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## DENTSU AEGIS NETWORK SERVICES AGREEMENT

### 4. Fees

In relation to the provision of the Media Services, the Client shall pay to Agency shall be entitled to a commission at percentages as below calculated basis on the gross cost exclusive of applicable taxes, as agency fee ('Fees'). The Service Tax as applicable shall be borne by us, in addition to the fees mentioned below.

Service	Description	% Commission
Print/TV/OOH Cinema/Radio	All TV Channels, Newspapers, Magazines, Outdoor Media	1.5%
Digital	Media buying	5%

### 5. Payment Terms:

For payments on all media and digital estimates, upon approval from the Client, Agency will raise an invoice from time to time at the end of relevant month and the Client shall make the payments to the Agency within (30) days from the date of receipt of invoice.

The Parties agree to the terms of this Statement of Work, read with the terms of the Agreement.

Agreed to and Accepted by:

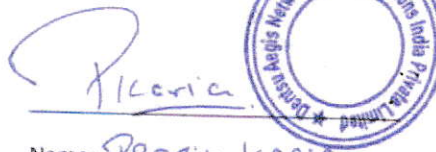


Name: B.N. RAVENDRA BABU

Title: EXECUTIVE DIRECTOR,

Manappuram Finance Ltd

Agreed to and Accepted by:



Name: PRATIK KARIA

Title: 08/04/2019.

Dentsu Aegis Network Communications India Pvt. Ltd

CONFIDENTIAL

## DENTSU AEGIS NETWORK SERVICES AGREEMENT

### STATEMENT OF WORK NO. 2

This Statement of Work No.2 ("SOW") is dated as of 1st January, 2019 and made between White Lillies Marketing Services Private Limited (Client Affiliate) and Carat, A trading division under Dentsu Aegis Network Communications India Private Limited ("Agency").

This Statement of Work ("SOW") No. 3 is made pursuant to and is governed by the Services Agreement with Start Date July 1, 2017 ("Agreement") entered into between Manappuram Finance Ltd ("Client") and Carat, A trading division under Dentsu Aegis Network Communications India Private Limited ("Agency").

The Parties hereby agree as follows:

1. Effect of SOW

- 1.1 Client wishes to obtain and Agency has agreed to provide the Services as described in this SOW in accordance with the terms of the Agreement.
- 1.2 In the event of any conflict between the terms and conditions of this SOW and the terms of the Agreement, the terms of the Agreement shall prevail to the extent of the conflict or inconsistency, save where this SOW is expressed to vary by mutual agreement of the Parties, a specific clause in the Agreement.
- 1.3 Unless the context otherwise requires, terms in this SOW will have the meaning set out in the Agreement.

2. Services

Agency shall provide the following Services to Client:

SR. NO.	PARTICULARS
1	Planning and implementation across TV/Print/Radio/ OOH / Digital / Cinema/ for brand campaign / strategy and show campaign / strategy – across all media mentioned in the contract
2	Negotiating and buying time/space across TV/Print/Radio/ OOH / Digital /Cinemas at the best possible rates
3	Monthly Media, Channels, Competition updates to be shared with client along with sharing new launches, promo plans featuring the campaigns (across different shows, products and genres) (for competition).
4	Regular updates on media trends - viewing patterns/ channels performance/ advertiser trends / IRS updates / CCS data updates or any other research reports as relevant
5	Share BARC, ComScore & IRS and other syndicated study analysis as and when needed
6	Post buy analysis at a campaign level to analyze the effectiveness of the campaign vis a vis competition for TV, Print & other media
7	OOH – Monitoring of the activity as per data availability; Competition tracking to be shared on a monthly basis or when any launch happens
8	Digital - Running ads on digital platforms like search, social media, display, video sites and networks, email etc, Campaign tests for ad creative, ad copy, landing page, Research and paid media strategy language etc. Ongoing campaign optimization, Campaign tracking and reporting.
9	Reviews every 2 months to monitor the hits and misses.
10	Help support Promo planning of in co-ordination with the channel research team



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## DENTSU AEGIS NETWORK SERVICES AGREEMENT

3. Term of SOW

Start date of Services: *1<sup>st</sup> January, 2019*

End date of Services: *30<sup>th</sup> June, 2019*

4. Fees

In relation to the provision of the Media Services, the Client shall pay to Agency shall be entitled to a commission at percentages as below calculated basis on the gross cost exclusive of applicable taxes, as agency fee ('Fees'). The Service Tax as applicable shall be borne by us, in addition to the fees mentioned below.

Service	Description	% Commission
Print/TV/OOH Cinema/Radio	All TV Channels, Newspapers, Magazines, Outdoor Media	1.5%
Digital	Media buying	5%

5. Payment Terms:

For payments on all media and digital estimates, upon approval from the Client, Agency will raise an invoice from time to time at the end of relevant month and the Client shall make the payments to the Agency within (30) days from the date of receipt of invoice.

The Parties agree to the terms of this Statement of Work, read with the terms of the Agreement.

Agreed to and Accepted by:



Name: *B. N. RAVEENDRA BABU*

Title: *EXECUTIVE DIRECTOR.*

*White Lillies Marketing Services Private Limited*

Agreed to and Accepted by:



Name: *PRATIK. Iyer.*

Title: *V. P. Finance.*

*Dentsu Aegis Network Communications India Pvt. Ltd*

## DENTSU AEGIS NETWORK SERVICES AGREEMENT

## THE STATEMENT OF WORK NO. 3

This Statement of Work No.3 ("SOW") is dated as of 1st January, 2019 and made between *Manappuram Jewellers Limited (Client Affiliate)* and Carat, A trading division under Dentsu Aegis Network Communications India Private Limited ("Agency").

This Statement of Work ("SOW") No. 3 is made pursuant to and is governed by the Services Agreement with Start Date July 1, 2017 ("Agreement") entered into between *Manappuram Finance Ltd ("Client")* and Carat, A trading division under Dentsu Aegis Network Communications India Private Limited ("Agency").

The Parties hereby agree as follows:

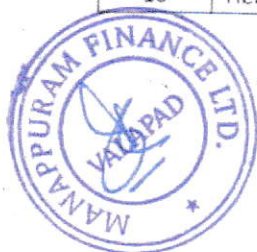
1. Effect of SOW

- 1.1 Client wishes to obtain and Agency has agreed to provide the Services as described in this SOW in accordance with the terms of the Agreement.
- 1.2 In the event of any conflict between the terms and conditions of this SOW and the terms of the Agreement, the terms of the Agreement shall prevail to the extent of the conflict or inconsistency, save where this SOW is expressed to vary by mutual agreement of the Parties, a specific clause in the Agreement.
- 1.3 Unless the context otherwise requires, terms in this SOW will have the meaning set out in the Agreement.

2. Services

Agency shall provide the following Services to Client:

SR. NO.	PARTICULARS
1	Planning and implementation across TV/Print/Radio/ OOH / Digital / Cinema/ for brand campaign / strategy and show campaign / strategy – across all media mentioned in the contract
2	Negotiating and buying time/space across TV/Print/Radio/ OOH / Digital /Cinemas at the best possible rates
3	Monthly Media, Channels, Competition updates to be shared with client along with sharing new launches, promo plans featuring the campaigns (across different shows, products and genres) (for competition).
4	Regular updates on media trends - viewing patterns/ channels performance/ advertiser trends / IRS updates / CCS data updates or any other research reports as relevant
5	Share BARC, ComScore & IRS and other syndicated study analysis as and when needed
6	Post buy analysis at a campaign level to analyze the effectiveness of the campaign vis a vis competition for TV, Print & other media
7	OOH – Monitoring of the activity as per data availability; Competition tracking to be shared on a monthly basis or when any launch happens
8	Digital - Running ads on digital platforms like search, social media, display, video sites and networks, email etc, Campaign tests for ad creative, ad copy, landing page, Research and paid media strategy language etc. Ongoing campaign optimization, Campaign tracking and reporting,
9	Reviews every 2 months to monitor the hits and misses.
10	Help support Promo planning of in co-ordination with the channel research team



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## DENTSU AEGIS NETWORK SERVICES AGREEMENT

3. Term of SOW

Start date of Services: *January 1, 2019*

End date of Services: *February 28, 2019*

4. Fees

In relation to the provision of the Media Services, the Client shall pay to Agency shall be entitled to a commission at percentages as below calculated basis on the gross cost exclusive of applicable taxes, as agency fee ('Fees'). The Service Tax as applicable shall be borne by us, in addition to the fees mentioned below.

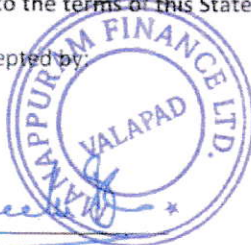
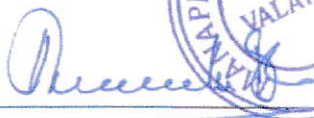
Service	Description	% Commission
Print/TV/OOH Cinema/Radio	All TV Channels, Newspapers, Magazines, Outdoor Media	1.5%
Digital	Media buying	5%

5. Payment Terms:

For payments on all media and digital estimates, upon approval from the Client, Agency will raise an invoice from time to time at the end of relevant month and the Client shall make the payments to the Agency within (30) days from the date of receipt of invoice.

The Parties agree to the terms of this Statement of Work, read with the terms of the Agreement.


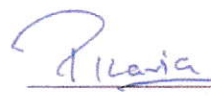
Agreed to and Accepted by:



Name: *B.R. RAVEENDRA BABU*  
Title: *EXECUTIVE DIRECTOR.*

*Manappuram Jewellers Limited*

Agreed to and Accepted by:



Name: *PRATIK KARIA.*  
Title: *V.P. Finance.*

*Dentsu Aegis Network Communications India Pvt. Ltd*