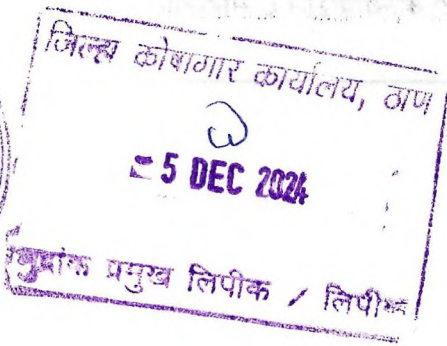




महाराष्ट्र MAHARASHTRA

2024

CV 228981



THIS STAMP PAPER FORMS AN INTEGRAL PART OF SERVICE PROVIDER AGREEMENT DATED DECEMBER 25, 2024, EXECUTED BY AND BETWEEN GEM AROMATICS LIMITED AND CONCEPT COMMUNICATION LIMITED

जोडपत्र - २

23 DEC 2024

मुद्रांक विक्री नोंदवली अनुक्रमांक: ६६७७११ दिनांक

दस्तावेज प्रकार

दस्त नोंदणी करणार आहेत का ? :- होय/नाही

मेळकतीचे थोडक्यात वर्णन

मुद्रांक विकत देणाऱ्याचे नांव

GEM AROMATICS LIMITED

A/410, Kailash Complex

हस्त असल्यास त्याचे नांव, पत्ता

Powai, Vikhroli Link Road,

Vikhroli (W), Mumbai - 400079

सही

दुसऱ्या पक्षकाराचे नांव

मुद्रांक शुल्क: रु. ५०००

परवानाधारक मुद्रांक विक्रेत्याची सही-

श्री. शंकर साहेबराव यादव)

मुद्रांक विक्रीचे ठिकाण/पत्ता-जिल्हा सत्र न्यायालय, ठाणे.

परवाना क्रमांक - १२०१०३९

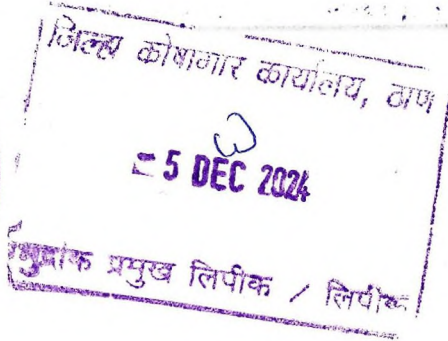
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्या
कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वस
बंधनकारक आहे.



महाराष्ट्र MAHARASHTRA

2024

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DATED DECEMBER 25, 2024, EXECUTED BY AND BETWEEN GEM AROMATICS LIMITED AND
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मुद्रांक विक्री नोंदवही अनुक्रमांक ००३३१९ दिनांक

23 DEC 2024

दस्तावा प्रकार

दस्त नोंदणी करणार आहेत का ? :- होय/नाही

मेळकतीचे थोडक्यात वर्णन

मुद्रांक विकत देणाऱ्याचे नांव **GEM AROMATICS LIMITED**

हस्ते असल्यास त्याचे नांव व बत्ता A/410, Kailash Complex
Power Vikhroli Link Road,

सही Vikhroli (W), Mumbai - 400079

दुसऱ्या पक्षकाराचे नांव

मुद्रांक शुल्क रक्कम

परवानाधारक मुद्रांक विक्रेत्याची सही-

श्री. शंकर साहेबराव बादब)

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रवाना क्रमांक - १२०१०३१

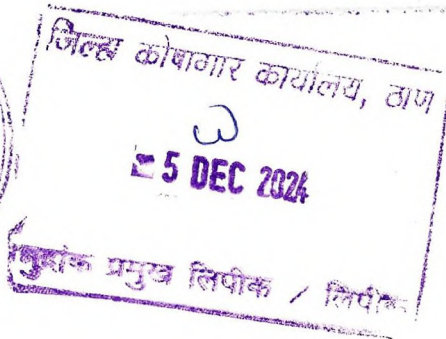
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महाराष्ट्र MAHARASHTRA

2024

CV 228983



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मेळकतीचे थोडक्यात वर्णन

GEM AROMATICS LIMITED

मुद्रांक विक्रीत देणाऱ्याचे नांव A/410, Kailash Complex

हस्त असल्यास त्याचे नांव पत्ता Powai Vikhroli Link Road,
Vikhroli (W), Mumbai - 400079

सही

दुसऱ्या पक्षकाराचे नांव

मुद्रांक शुल्क रक्कम

प्रवानाधारक मुद्रांक विक्रेत्याची सही-

श्री. शंकर साहेबराव यादव)

मुद्रांक विक्रीचे ठिकाण/पत्ता-जिल्हा सत्र न्यायालय, ठाणे.

रवाना क्रमांक - १२०१०३९

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कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात या
बंधनकारक आहे.

SERVICE PROVIDER AGREEMENT

DATED DECEMBER 25, 2024

BETWEEN

GEM AROMATICS LIMITED

AND

CONCEPT COMMUNICATION LIMITED

This **SERVICE PROVIDER AGREEMENT** (hereinafter referred to as the “**Agreement**” or “**Service Provider Agreement**” which term will include the recitals, annexures and schedules to this Agreement) made at Mumbai, Maharashtra, India on December 25, 2024 and shall come into effect on this date (hereinafter referred to as the “**Effective Date**”) and entered by and among:

GEM AROMATICS LIMITED, a company incorporated under the Companies Act, 2013 and having its registered office at A/410, Kailash Complex, Vikhroli Powai Link Road, Park Site, Vikhroli (W), Mumbai – 400079, Maharashtra, India (hereinafter referred to as the “**Company**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

AND

CONCEPT COMMUNICATION LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Queen’s Mansion, Prescott Road, Fort, Mumbai 400 001, Maharashtra, India (hereinafter referred to as the “**Service Provider**”), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **SECOND PART**;

In this Agreement, the Company and the Service Provider are collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Company and each of the Selling Shareholders propose to undertake an initial public offering of equity shares of face value of ₹ 2 each of the Company (the “**Equity Shares**”) comprising a fresh issue of Equity Shares (the “**Fresh Issue**”) and an offer for sale of Equity Shares by the Selling Shareholders (such Equity Shares, the “**Offered Shares**”) and such offer for sale, (the “**Offer for Sale**” and together with the Fresh Issue, the “**Offer**”). The Offer shall be undertaken in accordance with the Companies Act, 2013 and the rules, regulations, clarifications and modifications thereto, each as amended (“**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (“**SEBI ICDR Regulations**”) and other applicable laws and regulations including the UPI Circulars (defined hereunder), at such price as may be determined through the book building process (the “**Book Building Process**”) and in accordance with the Companies Act, SEBI ICDR Regulations and other applicable laws and regulations including the UPI Circulars (as defined below) in consultation with the book running lead manager to the Offer, namely Motilal Oswal Investment Advisors Limited (the “**Book Running Lead Manager**” or “**BRLM**”), (the “**Offer Price**”). The Offer will be made: (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations and who are non-U.S. Persons (*as defined below*) in “offshore transactions” as defined in and made in reliance on Regulation S (“**Regulation S**”) under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”); (ii) outside the United States, to non-U.S. Persons who are institutional investors in “offshore transactions” as defined in and made in reliance on Regulation S, and in each case, in compliance with the applicable laws of the jurisdictions where the Offer and sales occur. The Offer may also include allocation of Equity Shares, on a discretionary basis, to certain Anchor Investors (as defined in the Offer Documents) by the Company in consultation with the BRLM, in accordance with the SEBI ICDR Regulations. Further, the Company may also consider a private placement of specified securities prior to filing of the Red Herring Prospectus with the RoC (*as defined below*). If the Pre-IPO Placement is completed, the amount raised pursuant to the Pre-IPO Placement will be reduced from the Fresh Issue, subject to compliance with Rule 19(2)(b) of the SCRR.
- B. The Company has approached the Service Provider to provide advertising, public relations and media services in relation to the Offer, and the Service Provider has consented to provide its professional services to the Company for advertising, public relations and media relations in respect of the Offer on the terms set out in this Agreement.
- C. The board of directors of the Company (the “**Board of Directors**” or “**Board**”), pursuant to its resolution dated December 16, 2024 in accordance with the applicable provisions of the Companies Act, 2013, has approved and authorized the Offer. Further, pursuant to relevant provisions of the Companies Act, the Fresh Issue has been approved by a special resolution adopted by the Shareholders of the Company held on December 17, 2024. Further, each of the Selling Shareholders has consented to participate in the Offer for Sale by way of the consent letters and corporate authorisations, as applicable.

- D. The Company proposes to file a draft red herring prospectus (the “**DRHP**” or “**Draft Red Herring Prospectus**”) with the Securities and Exchange Board of India (the “**SEBI**”), BSE Limited (the “**BSE**”) and National Stock Exchange of India Limited (the “**NSE**”, and together with the BSE, the “**Stock Exchanges**”) and subsequently proposes to file the red herring prospectus (the “**RHP**” or “**Red Herring Prospectus**”) and the prospectus (the “**Prospectus**”) with the Registrar of Companies, Maharashtra at Mumbai (the “**Registrar of Companies**”), and thereafter with the SEBI and the Stock Exchanges, in relation to the Offer.
- E. The Parties acknowledge that the services proposed to be rendered by the Service Provider among other things, are required to be in consonance with the relevant provisions of the SEBI ICDR Regulations, Companies Act, the Publicity Memorandum (defined below) and the SEBI’s instructions to the BRLM, including any instructions communicated to the Association of Investment Bankers of India and the rules thereunder, as amended and other applicable laws (“**Applicable Laws**”).
- F. Accordingly, the Parties have agreed to *inter-alia* record the terms and conditions mutually agreed upon between them as appearing hereinafter in relation to their business understanding, their respective rights, duties and obligations, and rendering of the proposed services by the Service Provider to the Company

NOW THEREFORE, in consideration of the mutual covenants of the Parties and other good and valuable consideration, the sufficiency whereof is hereby acknowledged, the Parties agree as follows:

DEFINITIONS AND INTERPRETATION

In this Agreement (including the recitals above), except where the context otherwise requires, the following words and expressions shall mean the following. Capitalised terms not defined in this Agreement shall have the same meaning ascribed to such terms in the SEBI ICDR Regulations and/or the Offer Documents (as defined hereunder), as applicable. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents shall prevail.

“**Advertisement**” includes notices, brochures, pamphlets, circulars, show cards, catalogues, hoardings, placards, posters, insertions in newspapers, pictures, films, or any other print media, radio, television programmes or through any other electronic media including, but not limited to, online and social media, and including any Offer Advertisements.

“**Adverse Reporting**” shall have the meaning as ascribed to it in Clause II (13).

“**Affiliates**” with respect to any person means (a) any person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such person, (b) any person which is a holding company or subsidiary or joint venture of such person, and/or (c) any other person in which such person has a “significant influence” or which has “significant influence” over such person, where “significant influence” over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies and that shareholders beneficially holding, directly or indirectly through one or more intermediaries, a 20% or more interest in the voting power of that person are presumed to have a significant influence over that person. For the purposes of this definition, (i) the terms “holding company” and “subsidiary” have the meanings set forth in Sections 2(46) and 2(87) of the Companies Act, 2013, respectively. It is clarified that the Promoters, members of the Promoter Group and Group Companies are deemed to be Affiliates of the Company. For the avoidance of doubt, any reference in this Agreement to Affiliates includes any party that would be deemed an “affiliate” under Rule 405 or Rule 501(b) under the U.S. Securities Act, as applicable. Notwithstanding anything stated above or elsewhere in this Agreement, for the purposes of this Agreement, the Parties agree that the Selling Shareholders and its respective Affiliates will not be considered as Affiliates of the Company and the Company, and its subsidiaries will not be considered as Affiliate of the Selling Shareholders. Further, notwithstanding the above, in relation to the Investor Selling Shareholder, its portfolio companies, limited partners or non-controlling shareholders and shareholders and subsidiaries of the Investor Selling Shareholder that do not Control the Investor Selling Shareholder shall not be considered as “Affiliates” of the Investor Selling Shareholder. Further, neither the Selling Shareholders or any of its Affiliates shall be regarded as an Affiliate of any other Selling Shareholder.

“**Agreement**” shall have the meaning as ascribed to it in the preamble to this agreement.

“**Applicable Period**” shall mean the period commencing from the Effective Date until the date on which the trading of the Equity Shares commences on the Stock Exchanges.

“**BSE**” shall have the meaning ascribed to such term in the Recitals.

“**Companies Act**” shall mean the Companies Act, 2013, as amended from time to time, and the rules, regulations, clarifications, circulars and notifications made thereunder, to the extent notified.

“**Company Representatives**” shall collectively mean the Promoters, Directors, officers, key managerial personnel, senior management and Group Company of the Company and all other persons and/or entities acting on behalf of the Company, including without limitation the Service Provider.

“**Control**” shall have the meaning set forth under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, and the terms “**Controlling**” and “**Controlled**” shall be construed accordingly.

“**DRHP**” or “**Draft Red Herring Prospectus**” shall have the meaning ascribed to such term in the Recitals.

“**Equity Shares**” shall have the meaning ascribed to such term in the Recitals.

“**Intellectual Property**” shall mean rights in all intellectual property including trademarks, service marks, trade names, signs, slogans, logos, insignia, copyrights, artwork, advertising and promotional materials, designs, trade dress, domain names, know-how, methodologies, trade secrets, drawings, plans, manuals, artwork, written materials, drawings, photographs, graphic materials, film, music, transcription, or other materials, whether registerable or not and held, developed as of the date hereof or in future.

“**Offer**” shall have the meaning ascribed to such term in the Recitals.

“**Offer Advertisement**” shall mean any Advertisement made by the Company, subject to the applicable provisions of the SEBI ICDR Regulations and the Companies Act, in connection with the Offer *inter-alia* including any notices, addendum, corrigendum, statutory advertisement, audio-visual presentations, announcement in relation to the filing of the DRHP with SEBI, advertisement for opening or closure of the Offer, announcement of floor price or price band as may be decided in the manner agreed under the Offer Agreement and advertisement for the basis of allotment and Offer Price including any corrigenda thereto.

“**Offer Documents**” shall mean the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus, as approved by the Company and to be filed with the SEBI, the Stock Exchanges and the Registrar of Companies, as applicable, together with the preliminary or final international supplement/wrap to such offering documents, Bid cum Application Form including the Abridged Prospectus, and any amendments, supplements, notices, corrections, addendum or corrigenda to such offering documents and international supplement/wrap.

“**NSE**” shall have the meaning ascribed to such term in the Recitals.

“**Prospectus**” shall have the meaning ascribed to such term in the Recitals.

“**Publicity Material**” includes corporate Advertisements, product Advertisements, Offer Advertisements, and other Advertisements of the Company and its subsidiaries, interviews by its directors, duly authorized employees or other company representatives of the Company, documentaries about the Company, periodical reports and press releases in newspapers, pictures, films, any other print medium, radio, television programmes or in any other electronic medium including, but not limited to, online media.

“**Publicity Memorandum**” shall mean the memorandum setting out the guidelines and restrictions on publicity, in accordance with the SEBI ICDR Regulations, Companies Act or any other Applicable Law, prepared by the legal counsel appointed for the Offer and provided to the Company in connection with the Offer. A copy of the Publicity Memorandum has been included as **Annexure D** of this Agreement.

“**QIB Bidders**” shall mean QIBs who Bid in the Offer.

“**RHP**” or “**Red Herring Prospectus**” shall have the meaning ascribed to such term in the Recitals.

“Registrar of Companies” shall mean the Registrar of Companies, Maharashtra at Mumbai.

“SEBI AV Circular” shall mean the SEBI Circular no. SEBI/HO/CFD/CFD-TPD-1/P/CIR/2024/55 dated May 24, 2024.

“SEBI ICDR Regulations” shall have the meaning ascribed to such term in the Recitals.

“SEBI” shall have the meaning ascribed to such term in the Recitals.

“Stock Exchanges” shall have the meaning ascribed to such term in the Recitals.

Unless otherwise specified, references to all clauses and sections are to the clauses and sections of this Agreement.

Interpretation

Unless the context of this Agreement otherwise requires:

- (a) references to this Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or instrument as the same may from time to time be amended, varied, supplemented or novated;
- (b) references to clauses, annexures and schedules are references to clauses, annexures and schedules to this Agreement, references to paragraphs are, unless otherwise specified, references to paragraphs of the schedule in which the reference appears, and references to this Agreement include the schedules;
- (c) every reference to a particular statutory provision or other law shall be construed also as a reference to all other laws made under the law referred to and to all such laws as amended, re-enacted, consolidated or replaced or as their application or interpretation is affected by other laws from time to time and whether before or after the date of this Agreement and includes any subordinate legislation made under the relevant statute or statutory provision;
- (d) words of any gender are deemed to include those of the other gender;
- (e) words using the singular or plural number also include the plural or singular number, respectively;
- (f) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Sections of this Agreement, as the case may be;
- (g) the contents table, heading and bold typeface are only for convenience and shall not affect the construction or interpretation of this Agreement;
- (h) references to any Party to this Agreement shall include its survivors, successors or permitted assignees;
- (i) the recitals are included for descriptive purposes only, are not legally binding and shall not affect the construction or interpretation of this Agreement;
- (j) any phrase introduced by the terms “other”, “including”, “include” and “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (k) the recitals, schedules and annexures hereto shall constitute an integral part of this Agreement; and
- (l) time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

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

I. OBJECTIVES

The Service Provider through a public relations (“PR”) programme designed for the Company will achieve the following objectives in accordance with the SEBI ICDR Regulations, Companies Act, other Applicable Laws and the Publicity Memorandum:

1. To create a distinct corporate identity for the Company based on its desired positioning, vision, size, achievements, business models, competencies, performance and growth potential amongst investors, intermediaries and opinion influencers in accordance with SEBI ICDR Regulations, the Companies Act, directions issued by SEBI/ regulatory authorities, other Applicable Laws and the Publicity Memorandum;
2. To create awareness, interest and anticipation amongst investors about the Offer in accordance with the SEBI ICDR Regulations, other Applicable Laws and the Publicity Memorandum, through endorsement from the relevant media, intermediaries and opinion influencers;
3. To assist the Company, in consultation with the BRLM, in managing media relations of the Company with respect to the Offer, including the dissemination of Advertisement and Publicity Material, and tracking media reports in relation to the Offer, as applicable, if any during the Applicable Period including, monitoring and reporting of Advertisements and tracking and reporting of news of any other matter relating to the Company and the Offer in media, till the date on which the Equity Shares of the Company are listed on the Stock Exchanges in a manner which is compliant with the requirements of the SEBI ICDR Regulations, Companies Act, other Applicable Laws and the Publicity Memorandum;
4. To formulate and present to the Company the overall advertisement plan for the Offer in line with media plan (which shall include the pre-Offer image building campaign, statutory Advertisements, Offer related Advertisements etc.) along with the timing, frequency, size and publication details and launching a corporate campaign, if required, in the print, outdoor, radio, television, other electronic (including, but not limited to, online) media, and any other medium as advised by the Company and the BRLM, in accordance with the SEBI ICDR Regulations, Companies Act and other Applicable Laws;
5. To coordinate with the Company, the BRLM, and their respective legal counsels to the Offer for prior approval of all communications and Publicity Material issued during the Applicable Period in compliance with the SEBI ICDR Regulations and other Applicable Laws. The release of the Advertisements shall be as per the plan approved by the Company in consultation with the BRLM;
6. To assist the Company in preparing the audiovisual (“AV”) presentations of disclosures made in the Offer Documents as prescribed by SEBI Circular no. SEBI/HO/CFD/CFD-TPD-1/P/CIR/2024/55 dated May 24, 2024 (“SEBI AV Circular”) and ensure that the AV disclosures will be in compliance with the provisions regarding “Public communications and publicity materials” prescribed under Schedule IX of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the SEBI AV Circular.
7. To assist the Company in managing crisis situations, if any, in relation to the Offer; and
8. To assist the Company in creating collaterals needed for effective and efficient communication with key stakeholders.

II. SCOPE OF SERVICES

The Service Provider undertakes and agrees as follows, and shall in each case, comply with such obligations in a manner which is compliant with the requirements of the SEBI ICDR Regulations, the Companies Act, and other Applicable Laws and the Publicity Memorandum. The Service Provider’s scope of services shall *inter alia* include the following:

Public relations

1. All public relation activities and advertising services related to the Offer and any other ancillary matter relating to the Company, as may be agreed by the Company in consultation with the BRLM, shall be carried out by the Service Provider, in accordance with this Agreement.
2. The Service Provider will conduct a communication audit prior to the development of the communication strategy and plan. The audit would include management briefings, secondary research on the sector and a perception study amongst media correspondents covering the sector, analysts and brokers. The Service Provider will also conduct a messaging workshop with all the stakeholders relating to the Offer to arrive at the required messaging and communication for the Offer. The audit results would be used for developing communications strategies and plans. The Service Provider shall make available such audit report to the Company and the BRLM.
3. Writing and developing in consultation with the Company and the BRLM all Publicity Material within agreed upon timelines, editorial material, including editorial in all the required languages across all forms of communication channels including media, banners, hoardings, TVC, backdrop, press releases and Offer analysis, Advertisements, public communications, and Offer Advertisements consistent with the Offer Documents, the SEBI ICDR Regulations, Companies Act, other Applicable Laws and the Publicity Memorandum governing such communications.
4. Advising on all aspects of corporate and Offer related communications and being responsible for managing and executing the same, within agreed upon timelines and in accordance with the guidelines and restrictions for publicity and Publicity Material as provided in the SEBI ICDR Regulations, Companies Act, other Applicable Laws and the Publicity Memorandum and providing for review to the legal counsel to the Company and BRLM, all aspects of the corporate and Offer related communications, including weekly monitoring of the content until the seven (7) days post listing and trading of the Equity Shares on the Stock Exchanges.
5. Reporting of any supplementary information that may be added to any of the Offer Documents at a later stage. The Service Provider shall be responsible for preparing and issuing any notices, addenda, corrigenda and/or Publicity Material in connection with any supplementary information that may be added to the Offer Documents at a later stage, contents of which will be provided by the Company, in consultation with the BRLM and their respective legal counsels appointed in relation to the Offer, subject to such modification being informed to the Service Provider in time and approval of issuing such information.
6. Managing media relations with all categories of media relevant to the marketing of the Offer, including the dissemination of Advertisements and press materials, as applicable, during the Applicable Period, and assist the Company with managing media relations in relation to the Offer, during the Applicable Period.
7. Managing and assisting the Company in relation to all road-shows (both physical and virtual) and one on one interaction with media, brokers, analysts, influencers and decision makers as per plans developed in consultation with the BRLM and the Company including all activities as may be required for marketing of the Offer. The communication to the invitees for various road-shows shall be in compliance with the requirements of the SEBI ICDR Regulations, the Companies Act, all other Applicable Laws and the Publicity Memorandum.
8. Organizing one-on-one management briefings for analysts from key media houses so that the Company's perspective is well understood and carried by the media.
9. Managing, timely placing and dissemination of all Publicity Material and Company related statutory and formal announcements in relation to the Offer, in consultation with the Company and the BRLM, including announcement of the filing of the DRHP, announcement of the clearance of the Red Herring Prospectus from the Registrar of Companies, statutory advertisements as prescribed under the Companies Act, the SEBI ICDR Regulations and other Applicable Laws, including but not limited to the Offer opening advertisement, Offer closing advertisement (for the QIB Bidders and all Bidders other than QIB Bidders, as applicable), amendments, supplements, public notices/addenda/corrigenda, among others, if any, announcement of price band, announcement of Offer Price and basis of allotment advertisement.

10. Managing relevant 'business as usual' announcements during the Applicable Period, consistent with past practices, in accordance with the SEBI ICDR Regulations, other Applicable Laws and the Publicity Memorandum.
11. The Service Provider agrees that for the compliance with the SEBI ICDR Regulations, the Companies Act, the Publicity Memorandum and other Applicable Laws in relation to the Offer and in consultation with the BRLM, it shall provide all the news or media reports along with copies to the Company, the BRLM and their respective legal counsels on a daily basis, (i) from the date of signing of this Agreement till the Equity Shares of the Company offered under the Offer commence trading on the Stock Exchanges, and (ii) for the period from the date of filing of the Draft Red Herring Prospectus with SEBI to the date of closure of the Offer, of all the news reports issued in relation to the Company in the media, including all editions of any identified English national daily newspaper, identified Hindi national daily newspaper and identified Marathi daily newspaper (Marathi being the language of Maharashtra where the Company's registered office is situated), each with wide circulation, in which the Company shall make a public announcement as per the SEBI ICDR Regulations ("**Statutory Newspapers**") or such other newspapers where the Offer Advertisements are released and issued for and on behalf of the Company in the media including, but not limited to, newspapers as decided by the Company in consultation with the BRLM and such other newspapers as decided by the Company and as recommended by the Service Provider at a later stage in terms of the requirements of the Companies Act and the SEBI ICDR Regulations.
12. Tracking on a day-to-day basis and providing on a weekly basis the media coverage related to the Company including scanned copies of coverage in newspapers where the statutory advertisement under the SEBI ICDR Regulations and other Applicable Laws is published, print and electronic media in any form (such as television, radio, internet, blog, banner, etc.) including, but not limited to, those controlled by a media group where the media group has a private treaty/shareholders' agreement with the Company or the Promoters of the Company (details of which shall be promptly provided by the Company, to the BRLM, their respective legal counsel and the Service Provider in the event of any such agreement being entered into), during the Applicable Period. For the media coverage relating to the Company, being published or disseminated on days other than working days, the Service Provider shall track and provide the information on the next working day to the BRLM to facilitate their filing of the compliance report in the format specified in Part E of Schedule X of the SEBI ICDR Regulations.
13. The Service Provider shall immediately bring to the notice of the Company, the BRLM and their respective legal counsels, any misreporting, adverse or negative reporting in any media, relating to the Company the Offer and any reporting not supported by disclosures in the Offer Documents (together, "**Adverse Reporting**"), immediately upon becoming aware of such Adverse Reporting, and would assist the Company and BRLM in taking appropriate steps in relation to any misreporting or Adverse Reporting (as may be informed by the Company or the BRLM to the Service Provider).
14. The Service Provider agrees that pursuant to Regulation 42 and Schedule IX of the SEBI ICDR Regulations, other Applicable Laws in relation to the Offer, the Publicity Memorandum, and in consultation with the BRLM, it will provide the Company, the BRLM and their respective legal counsels, copies of all news reports and press releases issued in relation to the Company and its subsidiaries in any media including:
 - (a) newspapers mentioned in Regulation 26(2) of the SEBI ICDR Regulations, being all editions of such statutory newspapers (English, Hindi and Marathi, Marathi being the language of Maharashtra where the Company's registered office is situated) or such other newspapers where the Offer Advertisements are released and issued for and on behalf of the Company in the media including, but not limited to, newspapers as may be decided by the Company in consultation with the BRLM and intimated to the Service Provider and such other newspapers as decided by the Company and as recommended by the Service Provider at a later stage in terms of the requirements of the Companies Act and the SEBI ICDR Regulations; and

- (b) all print and electronic media controlled by a media group where the media group has a private treaty/shareholders' agreement with the Company or the Promoters of the Company, as applicable, details of which shall be promptly provided by the Company to the BRLM, their legal counsels and the Service Provider in the event of any such agreement being entered into on a weekly basis, during the Applicable Period.
15. The Service Provider shall prepare and provide the media publicity calendar to the Company.
 16. Providing a statement on a weekly basis by way of e-mails or otherwise, in the format of **Annexure B** attached hereto (without the details of the references to DRHP content and pages) to the BRLM and the legal counsels (with a copy to the Company). In addition, the Service Provider shall submit to the Company and the BRLM, a monthly compilation with an executive summary at the end of every month and a soft copy as well as hard bound compilation of all the reports at the closure of the Offer or upon specific request of the Company or the BRLM at any time during the term of the Agreement.
 17. Coordinating with the Company, BRLM and their respective legal counsels appointed in relation to the Offer for prior approvals on all communications issued during the Applicable Period.
 18. As a condition to the release of each and every written communication issued by the Company and its Affiliates, including but not limited to Publicity Material and/or Offer Advertisement issued by the Company and/or Company Representative, during the term of this Agreement, the Service Provider shall obtain prior written consent from the BRLM and the legal counsels to the Company and BRLM.
 19. Providing event management and media support for the listing ceremony.
 20. Facilitating and coordinating site visits of key journalists and guests to the Company's premises on behalf of the Company.
 21. Conducting media training workshops consisting of mock interviews for assisting the management for media interactions by the Company, in accordance with applicable law.
 22. Initiating relationship meetings with relevant media journalists and facilitating interactions in appropriate corporate and management profiling stories.
 23. Assisting the Company and the BRLM in taking appropriate steps in relation to any Adverse Reporting.
 24. The Service Provider will be responsible for preparing and issuing any corrigenda and/or advertisements in connection with any supplementary information that may be added to the Offer Documents, contents of which will be provided by the Company/ BRLM/ legal counsel to the Company and BRLM.
 25. Arranging media presence and coverage of the events of the Company in relation to the Offer in the print, electronic media (television, radio, internet through blog or otherwise, banner or otherwise).
 26. Any other communication and activity as advised by the Company and the BRLM in accordance with the terms of this Agreement, provided that such communication and activity is in compliance with the SEBI ICDR Regulations, the Companies Act and any other applicable law.

Investor relations / Broker relations

1. The Service Provider shall be responsible for carrying out investor/broker relation activities related to the Offer.
2. The Service Provider shall identify relevant brokers/analyst for purpose of the Offer and monitor their research reports relevant to the Company.

3. The Service Provider shall facilitate visits of key brokers/ analysts on behalf of the Company;
4. The Service Provider shall conduct workshops to assist the management in broker/analysts interactions by the Company.
5. The Service Provider shall provide event management and logistics support for roadshows at multiple locations meant for broker and analyst on turnkey basis.
6. The Service Provider shall clarify any doubts of brokers/analysts related to roadshow.
7. Follow on IPO research note including overall check on factual data accuracy and circulate positive research notes to media.

Advertising

1. The Service Provider shall develop and place all Publicity Material as prescribed under Applicable Laws and obtain approvals from the Company and BRLM of such Advertisements (before releasing such Advertisements). The Service Provider shall be responsible for timely publication, in consultation with the BRLM, of all statutory advertisements relating to announcement of the filing of each Offer Document with SEBI, the Offer opening advertisement, Offer closing advertisement, public notices, addenda, corrigenda if any, announcement of price band, announcement of Offer price, basis of allotment advertisement and other such Offer Advertisements in accordance with the SEBI ICDR Regulations, Companies Act, the Publicity Memorandum and other Applicable Laws.
2. The Service Provider hereby acknowledges that they are aware of the requirements specified under Regulation 42 in Chapter II read with Schedule IX of the SEBI ICDR Regulations and Section 30 of the Companies Act, as provided in **Annexure A** to this Agreement and other provisions of the Companies Act, and agrees to assist the Company in all aspects of corporate and Offer related Publicity Material and Offer Advertisements in accordance with the guidelines and restrictions for publicity provided in the Companies Act, SEBI ICDR Regulations, other Applicable Laws and the Publicity Memorandum. Such Advertisements must be prepared and completed within the schedule prepared by the Company and the BRLM.
3. The Service Provider shall develop, place and distribute all advertising material to promote the Offer using tombstone formats accepted for such advertising. The Offer advertising campaign will comprise print, television, outdoor, radio and other medium as advised by the Company and the BRLM.
4. The Service Provider shall develop media plans that meet the campaign objectives in terms of reach and 'Opportunity to See'.
5. The Service Provider will assist the Company in managing media relations in relation to the Offer, including the dissemination of Publicity Material during the Applicable Period.
6. The Service Provider would distribute any Advertisement (including Offer Advertisements) and/or Publicity Material relating to the Company and/or the Offer, only after the content of such communication has been approved by the Company, the BRLM and the legal counsel to the Company and BRLM and the release is authorized by the Company and the BRLM.
7. The Service Provider will prepare, develop and place various Offer Advertisements and other Publicity Material *inter-alia* including all statutory advertisements in connection with the Offer and public notices, addenda and corrigenda, in a timely manner, and submit them to the Company, the BRLM and the legal counsel to the Company and BRLM for their approval, and undertake to release the Offer Advertisements and/or Publicity Material, as applicable, only after approval of the Company, the BRLM and their respective legal counsel, have been received for the Offer Advertisement, Publicity Material, the media plan and the release schedule.
8. The Service Provider will release the approved Offer Advertisements and Publicity Material as per the media plan and release schedule approved by the Company and the BRLM, in

accordance with the SEBI ICDR Regulations, the Companies Act, other applicable law and the Publicity Memorandum.

9. The Service Provider undertakes and represents to the Company and the BRLM that it would adhere to all the requirements as provided in the SEBI ICDR Regulations (including, in particular, Regulation 42 read with Schedule IX of the SEBI ICDR Regulations, annexed in **Annexure A**), the Companies Act and other Applicable Laws and the Publicity Memorandum relating to Offer Advertisements and Publicity Material prepared or issued by the Service Provider and will not directly or indirectly induce others to carry out in any manner the publicity which may be restricted under the SEBI ICDR Regulations, other Applicable Laws and the Publicity Memorandum.
10. The Service Provider represents to the Company and the BRLM that it is not prohibited from acting as a public relations consultant or an advertising agency by any judicial, regulatory, quasi-judicial, governmental, statutory or administrative body.
11. The Service Provider represents that the BRLM can rely on its confirmation, as provided in the format specified in **Annexure B**, to the extent relevant and applicable, for providing compliance certificate in connection with press releases, Offer Advertisements and/or Publicity Material to SEBI in this regard.
12. The Service Provider represents that the amendments or corrections proposed by the BRLM and the legal counsels to the Company and the BRLM will be incorporated in letter and spirit.
13. The Service Provider will adhere to all directives and instructions received from the SEBI including in relation to content and format of Publicity Materials and price band advertisement, in the process of carrying out any activity within the scope of services defined in this Agreement. The Service Provider hereby acknowledges that it is aware of and well versed with the requirements specified in this regard including the (i) email dated November 15, 2021 in relation to price band advertisement; and (ii) email dated November 3, 2022 in relation to issue related advertisements.
14. With respect to the price band announcement required to be published pursuant to Regulation 29 of the SEBI ICDR Regulations and in accordance with Schedule X of the SEBI ICDR Regulations.
15. With respect to the price band announcement required to be published pursuant to Regulation 29 of the SEBI ICDR Regulations, the Service Provider shall ensure compliance with the SEBI directives.
16. The Service Provider will assist the Company in connection with the management of all formal announcements and Offer Advertisements in consultation with the Company and the BRLM, including Advertisements on filing of the DRHP, announcement of Registrar of Companies' clearance, statutory Advertisements as prescribed under the Companies Act and the SEBI ICDR Regulations, including but not limited to the announcement of the Offer opening Advertisement, Offer closing Advertisement, public notices/ addenda/ corrigenda if any, announcement of price band, announcement of the Offer Price and basis of allotment advertisement.
17. The Service Provider will be responsible for preparing and issuing any public notices, addenda, corrigenda and/ or Advertisement in connection with any supplementary information that may be added to the Offer Documents at a later stage. The Service Provider will obtain prior approval of the Company, the BRLM and the respective legal counsel to the Company and the BRLM before issuing such public notices, addenda, corrigenda and/or Advertisement.
18. The Service Provider will assist the Company in management of all road-shows, if any for media, brokers and analysts, influencers and decision makers as per plans developed in consultation with the BRLM and the Company and will be responsible for organizing one-on-one management briefings for the Offer with analysts from key media so that the Company's perspective is understood by the media.

19. The Service Provider shall comply with the requirements of the SEBI ICDR Regulations, the Companies Act and Applicable Laws and will not directly or indirectly induce others to carry out in any manner the publicity which may be restricted under the SEBI ICDR Regulations, other Applicable Laws and the Publicity Memorandum.
20. The Service Provider expressly agrees that it will create and maintain a backup of media/press releases of the Company from the Effective Date until the end of the Applicable Period.
21. The Service Provider will negotiate with the media for best possible rates, which will be approved by the Company prior to their finalization, for the advertising campaigns. All rate benefits offered by the media will be passed on to the Company in line with the commercial terms as detailed in Clause IV of this Agreement.
22. The Service Provider will buy advertising time, space and material on the Company's behalf on instructions or prior approval of the Company. The Company reserves the right to buy Advertisement time/space through any other agency for advertising in relation to corporate Advertisements. The Company will honour the Service Provider's commitments arising out of any such contracts or agreements entered into by the Service Provider on the Company's behalf, provided that such commitments have been approved by the Company in writing. Cancellations or revisions requested for by the Company in writing will be subject to the terms and conditions mentioned in this Agreement and the Engagement Letter (as defined below).
23. The Service Provider shall provide all incidental and ancillary services for or in connection with achieving the objectives set out in Clause 2 (Objectives) and with its scope of services set out in Clause 3 (Scope of Services) hereto.
24. The Advertisements will be released by the Service Provider based on media plans and cost estimates approved by the Company.
25. The Company shall issue instructions and approvals in writing to the Service Provider on a best efforts basis. If instructions or approvals are conveyed orally by the Company, the Service Provider shall confirm them in writing to avoid disputes. For the avoidance of doubt, any written instructions given to the Service Provider by any authorized person(s) of the Company (as previously informed by the Company in writing) shall be deemed as an official sanction and authority from the Company to incur liability on its behalf.
26. All Advertisements by the Service Provider shall carry the key number of the Service Provider and will be released through the Service Provider.
27. Other activities, as may be requested by the Company and the BRLM, that are connected to the responsibilities of the Services Provider under this Agreement.

Audiovisual Presentation

1. The Service Provider shall assist the Company in preparing the AV presentations of disclosures made in the Offer Documents as prescribed by SEBI AV Circular.
2. The Service Provider shall ensure that the AV disclosures will be in compliance with the provisions regarding "Public communications and publicity materials" prescribed under Schedule IX of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the SEBI AV Circular.
3. The Service Provider shall ensure that the AV disclosures shall contain the disclosure prescribed in the SEBI AV Circular.
4. The Service Provide shall ensure that the duration of each bilingual version i.e. English and Hindi of the AV disclosure shall be approximately 10 minutes.

5. The Service Provider shall ensure that the total duration of the AV disclosure shall be equitably distributed to cover material disclosures made under various sections of the DRHP and RHP viz. about the company, risk factors, capital structure, objects of the offer, business of the issuer, promoters, management, summary of financial information, litigations, material developments and terms of the offer.
6. The Service Provider shall ensure that the content of the AV disclosure will be factual, non-repetitive, non-promotional and shall not be misleading in any manner. The content of the AV will be approved by the Company, in consultation with the BRLM.
7. The Service Provider shall assist the Company and the BRLM in making the AV disclosure available on digital/social media platforms of the Company. The Service Provider shall assist the BRLM to ensure that the web link of the AV disclosure shall be made available on the websites of the Stock Exchanges and the BRLM to the issue. The Service Provider shall ensure that the AV shall be made accessible through QR code included in the Offer Documents.
8. The Service Provider will update the AV disclosure with information disclosed in the RHP/ Prospectus and price band advertisement including details of the Offer opening/closing date, price/ price band, and ensure the AV disclosure is uploaded on the date of publication of the price band advertisement.

III. SERVICING TEAM

A team from the relevant groups from the Service Provider will provide the services, as mentioned in this Agreement, to the Company. The team will be led by a senior representative, who shall be responsible for coordinating all obligations of the Service Provider under this Agreement and supported by branch network and other representatives of the Service Provider. The team from the Service Provider shall be available at all times indicated to them by the Company and/ or the BRLM for developing and finalising any Advertisements or Publicity Material and for timely performance of the obligations under this Agreement.

The Service Provider shall share the entire team structure along with their individual roles and profiles with the Company and the BRLM.

IV. COMMERCIAL TERMS

1. For the scope of services mentioned in this Agreement, the Service Provider will be paid a professional fee, as provided under the engagement letter dated November 21, 2024 executed between the Company and the Service Provider ("**Engagement Letter**").
2. In case of any inconsistency between the scope of services mentioned in Clause II of this Agreement and terms of the Engagement Letter, the latter shall prevail.
3. All corporate, Offer and Statutory Advertisements in connection with the Offer will be developed and released by the Service Provider and the Service Provider will be entitled to retain the normal agency commission given by the media, as provided under the Engagement Letter.
4. All outstation travel cost pre-approved by the Company in writing, incurred by the Service Provider for the advertising and public relations programme would be reimbursed by the Company on actuals. The Service Provider would provide supporting documents in respect of such costs.
5. All other costs, reasonably and properly incurred, by the Service Provider for the advertising and public relations programme would be reimbursed by the Company on actuals. The Service Provider would provide supporting documents in respect of such costs and the reasonability of such cost shall be decided by the Company in its sole discretion.

6. The public relations-related costs include organising banquet functions, audio-visual equipment hire, travel and lodging expenses as well as printing and production of collaterals for conducting road-shows would be reimbursed by the Company on actuals, provided such expenses have been agreed to by the Company prior to being incurred.
7. The public relations related costs would also include the third-party costs for the advertising programme would include photography, illustrations, models, props, production of television films and radio spots, etc., would be reimbursed by the Company on actuals.
8. Service tax, including GST, would be charged as applicable.
9. The Service Provider will submit approved estimates and, where applicable, voucher copies of the media and other vendors to support its own bills and debit notes. However, the supporting cannot be provided for miscellaneous costs such as stationery, STD communications, local travels for transporting media, etc. and reimbursement of such expenses will be in accordance with sub-clause 4 above.
10. Wherever the Service Provider is required to make advance payments on behalf of the Company, the same shall be pre-approved by the Company and paid by the Company in advance provided that appropriate documentary evidence of such costs is provided. These would include items like road-show costs
11. The payment terms shall be as provided under the Engagement Letter.
 - a. Advertising:
 - (i) Print advertising bills will be settled within 30 (thirty) days of the release of the advertisement (All advertising releases assigned to the Service Provider will be executed through the Service Provider. The advertising related bills will be raised by the Service Provider).
 - (ii) Outdoor advertising, television and online advertising payments will be made in advance based on plans and cost estimates approved by the Company. Nonetheless, the Service Provider would be required to provide the proper invoices and other supporting documents immediately to the Company.
 - b. Third Party Expenses:

All third party expenses related to road-shows, etc. will be paid in advance based on cost estimates approved by the Company. Alternatively, they can be settled directly by the Company.

V. TERM OF AGREEMENT

The Agreement will be effective for a period beginning from the Effective Date until the commencement of listing and trading of the Equity Shares of the Company on the Stock Exchanges pursuant to the Offer and upon the completion of all services required to be performed by the Service Provider in relation to the Offer, including finalization of the post Issue media compliance certificate contemplated under this Agreement.

The Service Provider hereby, agrees to continue performing the services as agreed to in this Agreement until this Agreement is extended for a further time period as decided by the Parties provided that the Service Provider will be paid fees for its services for such further period as may mutually be agreed by the Parties. In the event, the Parties decide not to extend the term of this Agreement, the Service Provider shall continue performing the services as agreed to in this Agreement until the appointment of a successor service provider by the Company or until the termination of this Agreement whichever is earlier, provided that the Service Provider will be paid fees for its services for such further period as may mutually be agreed by the Parties. If at any time during the term of this Agreement, the Service Provider becomes unable to render services under this Agreement, it shall immediately inform the Company and the BRLM, in writing provided however that the Service Provider agrees that it shall continue to be

responsible for the services detailed under this Agreement till a new service provider is appointed by the Company to provide professional services for advertising and media relations in relation to the Offer.

VI. TERMINATION

Either Party shall have the right to terminate this Agreement by giving the other party prior notice of 1 (one) month in writing. In case of termination of this Agreement, (i) all the unfinished jobs / assignments which have reached a material stage shall be completed by the Service Provider as may be mutually decided by all Parties, and (ii) the Service Provider shall continue performing the services as agreed to in this Agreement until the appointment of a successor service provider by Company, provided that the Service Provider will be paid fees for its services for such further period as may mutually be agreed by the Parties. Notwithstanding anything contained in this Agreement, the Company shall have the sole discretion to terminate this Agreement with or without notice, at any time, in the event the Company forms an opinion that the Service Provider is providing deficient services or has caused violation of Applicable Laws for the time being in force. In this regard, the Company shall provide sufficient opportunity to the Service Provider to be heard prior to terminating the Agreement. In such event, the Company shall not be responsible for any compensation to the Service Provider, apart from fees and costs actually incurred, with the approval of the Company.

Upon any such termination of the Agreement, the Service Provider shall provide all publishing materials and any other information/documents provided by the Company and the BRLM, to the Company in physical and/or soft form, Confidential Information, Intellectual Properties and all literature and advertising material in the possession of the Service Provider, whether or not supplied by the Company, which contain or bear the Company's Intellectual Property and any documents and things of whatever nature forming part of or relating to the Intellectual Property, as applicable, and render all assistance (including completion of all unfinished jobs/ assignments which have reached a material stage), as may be required, to ensure due and proper handover of all relevant documents to any new agency appointed by the Company. Further, the Service Provider shall not terminate this Agreement after filing of the Red Herring Prospectus with the Registrar of Companies. In the event the Offer is abandoned, withdrawn or terminated in accordance with the Offer Agreement, this Agreement shall stand terminated immediately, and the Service Provider would be paid only to the extent of Services rendered by it until such termination.

VII. CONFIDENTIALITY

1. The Service Provider will treat all information in relation to the Offer, the Company and/ or its business or otherwise shared by the Company and the BRLM, whether in writing or orally, during the tenure of this Agreement as confidential and not divulge the same to anyone without their prior written consent. Further, any confidential information furnished to the Service Provider in tangible form shall not be duplicated by the Service Provider, other than for the purposes of this Agreement.
2. The Service Provider shall not be liable for disclosure or use of any confidential information if the same is:
 - (i) in the public domain, prior to receipt of such information by the Service Provider or through breach of this Agreement by the Service Provider;
 - (ii) rightfully received from a third party without any obligation of confidentiality;
 - (iii) rightfully known to it without any limitation on use or disclosure prior to its receipt from the Company or the BRLM;
 - (iv) independently developed by the Service Provider without reliance on the confidential information;
 - (v) generally made available to third parties without any restriction on the disclosure of the Confidential Information; or

- (vi) communicated in response to a valid order by a court or required by any governmental body or regulatory/ legal authority provided that the communicating Party has provided to the other Party whose confidential information is being disclosed prompt notice of any such order.
- 3. Any confidential information shall be considered confidential and proprietary to the Company and the Service Provider shall hold the same in confidence, shall not use the confidential information other than for the purposes of its work with the Company, and shall not disclose, publish or otherwise reveal any of the confidential information received from the Company to any other party whatsoever except with the specific prior written consent of the Company.
- 4. Any confidential information furnished in tangible form shall not be duplicated by the Service Provider other than for the purpose of this Agreement. Upon the request of the Company, the Service Provider shall return all confidential information received in written or tangible form, including copies, or reproductions or other media containing such confidential information, within thirty (30) days of such receipt of such request. Provided however the Service Provider may retain a copy of the information to be in compliance with its legal, regulatory or statutory obligations.
- 5. The provision of this Clause shall survive for six (6) months from the date of commencement of trading of the Equity Shares on the Stock Exchanges or the termination of this Agreement, whichever is earlier.
- 6. The Service Provide shall not use the name, trademark, logo of Company or its Affiliates and/or of the BRLM in any sales or marketing publication or advertisement, or in any other manner without prior consent of the Company and/ or the BRLM as the case may be. In case of any misuse by the Service Provider of the name, trademark, logo of the Company or associates or the BRLM, the Company and the BRLM may take any action as may be deemed fit against the Service Provider including but not limited to any equitable or injunctive relief. The Service Provider agrees that any product including but not limited to any creative, advertisements (complete or work-in-progress), banners, information, reports, studies, software (including source codes, object codes and executables), flow charts, diagrams and other tangible and intangible material of any nature whatsoever produced by or as a result of any of the services rendered hereunder shall be the sole and exclusive property of the Company except any third party rights which may be part of the deliverables or which may be the deliverables itself. In furtherance thereof, the Service Provider hereby irrevocably grants, assigns, transfers to the Company all rights, title and interest of any kind, in and to any such product produced hereunder subject to other provision stated in this clause above. The Service Provider shall not be entitled to make any use of any of the said materials except as may be expressly permitted by the Company.

VIII. INTELLECTUAL PROPERTY

- 1. Each Party agrees and acknowledges that the Intellectual Property of each Party shall always belong to such respective Party. The Service Provider shall be permitted to use the Intellectual Property of the Company solely for the purpose of Advertisements, Publicity Materials, other promotional material or collaterals relating to the Offer, published, issued, circulated or released for and on behalf of the Company in the manner as agreed to by the Company and for no other purpose whatsoever.
- 2. Nothing herein shall constitute an agreement to transfer, assign or license any Intellectual Property of the Company to the Service Provider. The Service Provider shall not use the Intellectual Property of the Company other than in accordance with this Clause VIII without the prior written consent of the Company. The Service Provider agrees that it shall not do or commit any acts of commission or omission, which would impair and/or adversely affect the Company's rights, ownership and title in its Intellectual Property or the reputation / goodwill attached to Intellectual Property. The Service Provider agrees not to contest, deny or dispute the validity of any rights in Intellectual Property of the Company appearing in Advertisements, Publicity Materials or otherwise and not to assist others in doing so, and not to take action of any kind, inconsistent with the holding of all such rights. The Service Provider shall, while implementing

the provisions of this Agreement, not make any representations/ announcements etc. which directly or indirectly give and/or create an impression that the right in and/or ownership of the right in the Intellectual Property of the Company vests in it.

3. The Service Provider acknowledges and agrees that it shall only have a limited right to use the Intellectual Property of the Company for the purposes as specifically set forth in this Agreement and for no other purposes, and the Intellectual Property of the Company shall remain the sole and exclusive property of the Company and the Service Provider shall claim no right, title or interest of any nature whatsoever over the same.
4. All work product including but not limited to media, designs, plan, process, specification, publication, advertisement, content, etc. created or developed by Service Provider under this Agreement shall be deemed to be “Works made for hire” under applicable law and shall be deemed to be Company’s creation and all Intellectual Property thereon shall vest with the Company and shall also constitute the Company’s confidential information. The Service Provider hereby assigns and if so further required agrees to execute all assignment and other documents prepared by Company at its sole expense and take necessary steps at the Company’s request to confirm and effect the intent and purpose of this Agreement and assign the rights over such Intellectual Property to the Company.
5. The Service Provider shall ensure that, in preparing the Advertisements or Publicity Material, no third party intellectual property rights are used other than the material provided by the Company.

IX. LIMITATION OF BRLM’s OBLIGATIONS

The Parties acknowledge and agree that notwithstanding anything to the contrary in this Agreement, the BRLM shall have the rights specified under the provisions of Clause I (*Objectives*), Clause II (*Scope of Services*), Clause III (*Servicing Team*), Clause X (*Indemnity*), Clause XI (*Governing Law*), Clause XII (*Settlement of Disputes*) and Annexure C (*Letter of Indemnity issued by the Service Provider in favour of the BRLMs*) of this Agreement but shall not have any obligations (including but not limited to payment of any fees or expenses) to the Service Provider or the Company or any other party, expressed or implied, direct or indirect, under the terms of this Agreement.

X. INDEMNITY

1. In case of breach or alleged breach of any provision of law, regulations or order of any court or regulatory, judicial, quasi-judicial, statutory, governmental and / or administrative authority or of any of the terms and conditions mentioned in the Agreement, any non-observance, non-performance, error or failure to deliver or perform the services contemplated under this Agreement, including its obligations to the BRLM in this Agreement, non-compliance with any instruction as per the terms of this Agreement from the Company or the BRLM in connection with the services rendered under this Agreement, breach of any intellectual property rights by the Service Provider and/ or its representatives, officers, directors or other persons acting on its behalf, the Service Provider shall, at its own cost and expense, indemnify, defend and hold the Company, the BRLM and their respective Affiliates, directors, management or officers or employees, advisors, successors, partners and their respective directors, officers, employees, management, representatives, permitted assigns or agents and/or intermediaries or any other persons acting on their behalf and/or any other person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such indemnified persons (“**Indemnified Parties**”), free and harmless at all times from and against any and all losses, liabilities, claims, damages, interest, actions, costs, penalties, judgements, awards, proceedings and expenses, including attorney’s fees and court costs arising out of or in relation to, or in connection with such breach or alleged breach of the Service Provider’s obligations under this Agreement and the letter of indemnity.
2. The maximum aggregate liability of the Service Provider together with its partners, Affiliates, directors, employees, associates or contractors towards the Company, its Affiliates, directors, management or employees under this Agreement (regardless of the form of action, whether in

contract, negligence or otherwise), pursuant to sub-clause 1 above, shall in no event exceed the aggregate amount of professional fees paid by the Company to the Service Provider under this Agreement, except in the event of fraud, wilful misconduct, wilful default, bad faith and/or gross negligence by the Service Provider.

3. The Service Provider also undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity in the format set out in **Annexure C** in favour of the BRLM and hold harmless the BRLM and their respective Affiliates, their respective directors, management, representatives, employees, officers, advisors, associates, agents, successors, permitted assigns, or intermediaries of the BRLM or any other person acting on its behalf and/or any other person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such indemnified persons and agents for any and all losses, liabilities, interests, demands, damages, claims, suits, actions, awards, judgements, writs, costs and expenses, including but not limited to attorney's fees or other professional fees and court costs arising out of or in relation to or in connection with a breach or alleged breach of the obligations of the Service Provider under this Agreement and the letter of indemnity, on the day of execution of this Agreement. The Service Provider acknowledges and agrees that entering into this Agreement for performing its services to the Company is sufficient consideration for the letter of indemnity to be issued in favour of the BRLM. In the event of inconsistency between the terms of this Letter of Indemnity and the Agreement, the terms of this Letter of Indemnity shall prevail in respect of the BRLM and their Indemnified Party(ies).
4. The Service Provider also undertakes and represents to the Company that it shall comply with all requirements under all Applicable Laws including SEBI ICDR Regulations and the Companies Act and other Applicable Laws in relation to Advertisements and Publicity Material prepared by the Service Provider, and that the BRLM can rely on its confirmation for issuing a compliance certificate in connection with press releases, Offer Advertisements and/ or Publicity Material to SEBI in this regard.
5. The Service Provider undertakes and represents to the Company that it shall not infringe or misappropriate any Intellectual Property right. The Service Provider shall defend, indemnify and hold the Company harmless against any and all claims, whether or not such claim is legitimate, that the Publicity Material infringes, misappropriates or violates any Intellectual Property right of a third party.

XI. GOVERNING LAW

This Agreement shall be governed and interpreted by, and construed in accordance with the substantive laws of India, without giving effect to the principles of conflict of laws there under.

XII. SETTLEMENT OF DISPUTES

The provisions of this Agreement shall be governed by and construed in accordance with Indian law.

In the event of any disputes/ differences among the Parties hereto, whether before or after the termination of this Agreement, regarding the interpretation of any provision of this Agreement or regarding any claim of one Party against the other or regarding any other matter arising out of this Agreement, the Parties shall promptly and in good faith endeavor to settle the matter by mutual conciliation. In case no amicable resolution is reached within a period of 30 (thirty) days, or within such extended period as the Parties may agree upon, from the date on which the dispute or difference arose, a Party may refer such dispute or difference to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended. Each disputing Party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator who shall be the presiding arbitrator within fifteen (15) days of receipt of the second arbitrator's confirmation of his/her appointment. If the presiding arbitrator is not appointed within such period, the presiding arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996. The arbitration award shall be final, conclusive and binding on the disputing Parties and the disputing Parties agree to be bound thereby and to act accordingly. Furthermore, the arbitration award shall be subject to enforcement in any court of competent jurisdiction. The place and seat of arbitration shall be Mumbai, Maharashtra, India and the language shall be English. The courts of Mumbai, Maharashtra, India shall have the sole and exclusive jurisdiction in relation to

any disputes arising out of the arbitration proceedings mentioned herein above including with respect to grant of interim and/or appellate reliefs under the Arbitration and Conciliation Act, 1996.

XIII. REPRESENTATIONS

- 1 The Service Provider hereby represents that it has the requisite power and authority to enter into this Agreement and for performing the services and obligations assumed by it under this Agreement by any provision of law, regulation or order of any court or legal, statutory, judicial, quasi-judicial, administrative, governmental and/or regulatory authority. The execution, delivery and performance of this Agreement by the Service Provider do not and will not violate any applicable law or regulation, its constitutional documents, its obligations under any other business activity engaged, or any other assignment or instrument entered into by it with other parties or clients.
- 2 The Service Provider hereby represents that it is not prohibited from acting as a public relations consultant or an advertising agency by any judicial, regulatory, quasi-judicial, governmental, statutory or administrative body.
- 3 The Service Provider represents that the amendments or corrections (including in the Publicity Materials) proposed by the BRLM and the legal counsels to the Company and the BRLM will be incorporated in letter and spirit.
- 4 The Service Provider also undertakes to immediately, on the date of this Agreement, enter into a Letter of Indemnity in the format set out in Annexure C, with the BRLM, to indemnify the BRLM for any and all losses, liabilities, claims, damages, actions, awards, judgments, costs, interests, and expenses, including attorney's fees and court costs arising out of a breach of the obligations of the Service Provider under this Agreement.
- 5 The Service Provider undertakes and represents that it has complied and shall comply with all requirements under the SEBI ICDR Regulations (including, in particular, Regulation 42 read with Schedule IX of the SEBI ICDR Regulation), and the Companies Act, all other Applicable Laws and the Publicity Memorandum in relation to Advertisements and Publicity Material prepared by the Service Provider.
- 6 The Service Provider hereby represents that this Agreement has been duly authorized, executed and delivered on its behalf and constitutes a legal, valid and binding obligation of the parties to the Agreement enforceable in accordance with its terms.
- 7 Neither the Service Provider nor any of its employees have engaged in or will engage in any activity, directly or indirectly, which may be construed to be misuse or unauthorized use of the Company's and/or each of the BRLM logo, trademark, Intellectual Property and respective names.
- 8 The Service Provider represents that there will be no impact on execution, delivery and performance of obligations under this Agreement by the Service Provider, due to the ongoing COVID-19 pandemic subject to applicable government (local, state or central) guidelines.
- 9 The Service Provider undertakes that it shall act with utmost due diligence, care and skill while discharging its services under this Agreement.

XIV. SURVIVAL

Clauses IX (*Limitation of BRLM's Obligations*), X (*Indemnity*), XI (*Governing Law*), XII (*Settlement of Disputes*), Clause XIII (*Representations*), this Clause XIV (*Survival*) and Clause XV (*Severability*) of this Agreement shall survive the termination or expiration of this Agreement and Clause VII (*Confidentiality*) shall survive the termination of this Agreement for such period as agreed under such Clause.

XV. SEVERABILITY

If any provision/s of this Agreement is held to be prohibited by or invalidated under the applicable law or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement

XVI. MISCELLANEOUS

1. Nothing contained herein shall be deemed to create a relationship of a partnership or a principal and agent, and, the relationship of the Parties is on a principal to principal basis, independent of each other. None of the employees, officials, agents or assigns of a Party can be treated as agent of the other Party and in no case can bind the other Party by its representations and acts
2. The Parties represent that they have taken all necessary corporate action to authorize the execution and consummation of this Agreement and have the requisite and proper authorization to execute this Agreement. They undertake to furnish satisfactory evidence of the same upon request
3. If any provision/s of this Agreement is held to be prohibited by or invalidated under the Applicable Laws or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
4. Failure to exercise part of any right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance, such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein
5. This Agreement shall be executed in duplicate and both copies should be treated as original for all purposes.
6. This Agreement is subject to force majeure situations. It shall be subject to inabilities based on circumstances beyond the power in the Agreement, such as civil commotion, riots, and acts of God etc. Provided that the Service Provider shall, within seven (7) days from the occurrence of such a cause notify the other Party in writing of such event.
7. No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the Parties to this Agreement. It is hereby expressly clarified that any increase or decrease in the size of the Offer at the time of filing the Red Herring Prospectus, to the extent that such increase or decrease does not trigger a refiling of the Draft Red Herring Prospectus in terms of the SEBI ICDR Regulations, will not warrant any amendment to this Agreement, and the relevant terms of this Agreement, including the term 'Offer', shall be construed accordingly.
8. Except as expressly set out herein, this Agreement constitutes the entire agreement and supersedes all prior discussions, understandings and agreements, whether oral or written, between the Parties with respect to the subject matter hereof.
9. The Service Provider shall not use the name, trademark, logo of the Company or its Affiliates and/ or of the BRLM in any sales or marketing publication or Advertisement, or in any other manner without prior written consent of the Company and/or the BRLM as the case may be. In case of any misuse of the name, trademark, logo of the Company or its Affiliates and/ or of the BRLM, the Company and/or the BRLM, as the case may be, may take any action as may be deemed fit against the Service Provider including but not limited to any equitable or injunctive relief.
10. The Service Provider shall not assign to any third party any of its rights and obligations contained herein without prior written consent of the Company and the BRLM.
11. Service Provider agrees that monetary damages may be an inadequate remedy for breach or threatened breach of the provisions of this Agreement, and notwithstanding anything to the contrary contained herein, in the event of a breach of any provisions of this Agreement, the

respective rights and obligations hereunder shall be enforceable by specific performance or injunctive remedy.

12. In case the Service Provider engages the services of subcontractors and/or agents to assist the Service Provider with the fulfillment of the terms hereunder, the Service Provider agrees to contractually in writing obligate such subcontractor and/or agent to supply its services in accordance with the relevant terms and conditions set out in this Agreement.
13. In case any notice is required to be given for the purposes of this Agreement, the same shall be given by personal delivery or by Speed Post/ Registered Post A.D. (and simultaneously by an email) and shall be addressed as follows:

In case of the **Company**, to:

Gem Aromatics Limited
A/410, Kailash Complex,
Vikhroli Powai Link Road,
Park Site, Vikhroli (W),
Mumbai – 400079,
Maharashtra, India
Email: vparekh@gemaromatics.in
Attention: Yash Vipul Parekh

In case of the **Service Provider**, to:

Concept Communication Limited
Queens Mansion,
Prescot Road, Fort
Mumbai 400001
Tel: 022 40558888
E-mail: vivek@conceptindia.com
Contact person: Vivek Suchanti

This signature page is an integral part of the Service Provider Agreement entered by and amongst Gem Aromatics Limited and Concept Communication Limited

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year mentioned above.

For and on behalf **GEM AROMATICS LIMITED**



Authorised Signatory

Name: Kaksha Vipul Parekh

Designation: Whole Time Director & CFO



This signature page is an integral part of the Service Provider Agreement entered by and amongst Gem Aromatics Limited and Concept Communication Limited.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year mentioned above.

For and on behalf **CONCEPT COMMUNICATION LIMITED**



Authorised Signatory

Name:

Designation:



ANNEXURE A

Extract of Regulation 42 of SEBI ICDR Regulations:

42. Public communications, publicity materials, advertisements and research reports:

All public communication, publicity materials, advertisements and research reports shall comply with the provisions of Schedule IX of the SEBI ICDR Regulations.

Extract of Schedule IX of SEBI ICDR Regulations:

Public communications and publicity materials

- (1) Any public communication including advertisements, publicity material and research reports (referred to as public communication) issued or made by the issuer or its associate company, or by the lead manager(s) or their associates or any other intermediary connected with the issue or their associates, shall contain only such information as contained in the draft offer document/offer document and shall comply with the following:
- (a) it shall be truthful, fair and shall not be manipulative or deceptive or distorted and it shall not contain any statement, promise or forecast which is untrue or misleading;
 - (b) if it reproduces or purports to reproduce any information contained in the draft offer document or draft letter of offer or offer document, as the case may be, it shall reproduce such information in full and disclose all relevant facts not to be restricted to select extracts relating to that information;
 - (c) it shall be set forth in a clear, concise and understandable language;
 - (d) it shall not include any issue slogans or brand names for the issue except the normal commercial name of the issuer or commercial brand names of its products already in use or disclosed in the draft offer document or draft letter of offer or offer document, as the case may be;
 - (e) it shall not contain slogans, expletives or non-factual and unsubstantiated titles;
 - (f) if it presents any financial data, data for the past three years shall also be included along with particulars relating to revenue, net profit, share capital, reserves / other equity (as the case may be), earnings per share, dividends and the book values, to the extent applicable;
 - (g) issue advertisements shall not use technical, legal or complex language and excessive details which may distract the investor;
 - (h) issue advertisements shall not contain statements which promise or guarantee rapid increase in revenue or profits;
 - (i) issue advertisements shall not display models, celebrities, fictional characters, landmarks, caricatures or the likes;
 - (j) issue advertisements on television shall not appear in the form of crawlers (advertisements which run simultaneously with the programme in a narrow strip at the bottom of the television screen) on television;
 - (k) issue advertisements on television shall advise the viewers to refer to the draft offer document or offer document, as the case may be, for the risk factors;
 - (l) an advertisement or research report containing highlights, shall advise the readers to refer to the risk factors and other disclosures in the draft offer document or the offer document, as the case may be, for details in not less than point seven size;
 - (m) an issue advertisement displayed on a billboard/banners shall contain information as specified in Part D of Schedule X;

- (n) an issue advertisement which contains highlights or information other than the details contained in the formats as specified in Schedule X shall prominently advise the viewers to refer to the draft offer document and offer document for details and risk factors.
- (o) All public communications issued or published in any media during the period commencing from the date of the meeting of the board of directors of the issuer in which the public issue is approved till the date of filing draft offer document with the Board shall be consistent with its past practices:

Provided that where such public communication is not consistent with the past practices of the issuer, it shall be prominently displayed or announced in such public communication that the issuer is proposing to make a public issue of specified securities in the near future and is in the process of filing a draft offer document.

- (2) All public communications issued or published in any media during the period commencing from the date of filing draft offer document or draft letter of offer till the date of allotment of securities offered in the issue, shall prominently disclose that the issuer is proposing to make a public issue or rights issue of the specified securities and has filed the draft offer document or the draft letter of offer or has filed the offer document or letter of offer, as the case may be, and that it is available on the websites of the Board, lead manager(s) and stock exchanges.

Provided that requirements of this sub-regulation shall not be applicable in case of advertisements of products or services of the issuer.

- (3) The issuer shall make a prompt, true and fair disclosure of all material developments which take place between the date of filing offer document and the date of allotment of specified securities, which may have a material effect on the issuer, by issuing public notices in all the newspapers in which the issuer had released pre-issue advertisement under applicable provisions of these regulations;
- (4) The issuer shall not, directly or indirectly, release, during any conference or at any other time, any material or information which is not contained in the offer document.
- (5) For all issue advertisements and public communications, the issuer shall obtain the approval from the lead manager(s) responsible for marketing the issue and shall also provide copies of all issue related materials to all lead manager(s).
- (6) Any advertisement or research report issued/ made by the issuer/cause to be issued by the issuer or its associate company (as defined under the Companies Act, 2013), or by the lead manager(s) or their associates (as defined in the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992) or any other intermediary connected with the issue or their associates (as defined under Securities and Exchange Board of India (Intermediaries) Regulations, 2008) shall comply with the following:
 - a) it shall be truthful, fair and shall not be manipulative or deceptive or distorted and it shall not contain any statement, promise or forecast which is untrue or misleading;
 - b) if it reproduces or purports to reproduce any information contained in the draft an offer document or draft letter of offer or offer document, as the case may be, it shall reproduce such information in full and disclose all relevant facts not to be restricted to select extracts relating to that information;
 - c) it shall be set forth in a clear, concise and understandable language;
 - d) it shall not include any issue slogans or brand names for the issue except the normal commercial name of the issuer or commercial brand names of its products already in use or and disclosed in the draft offer document or draft letter of offer or offer document, as the case may be;
 - e) if it presents any financial data, data for the past three years shall also be included along with particulars relating to sales, gross profit, net profit, share capital, reserves, earnings per share, dividends and the book values, to the extent applicable;

- f) no advertisement shall use extensive technical, legal terminology or complex language and excessive details which may distract the investor;
 - g) no issue advertisement shall contain statements which promise or guarantee rapid increase in profits;
 - h) no issue advertisement shall display models, celebrities, fictional characters, landmarks or caricatures or the likes;
 - i) no issue advertisement shall appear in the form of crawlers (the advertisements which run simultaneously with the programme in a narrow strip at the bottom of the television screen) on television;
 - j) in any issue advertisement on television screen, the risk factors shall not be scrolled on the television screen and the advertisement shall advise the viewers to refer to draft offer document or draft letter of offer or offer document, as the case may be, or other documents, the red herring prospectus or other offer document for details;
 - k) no issue advertisement shall contain slogans, expletives or non-factual and unsubstantiated titles;
 - l) if an advertisement or research report contains highlights, the advertisement or research report, as applicable, shall prominently advise the viewers to refer to the draft offer document or draft letter of offer or offer document, as the case may be, for details contains highlights, it shall also contain risk factors with equal importance in all respects including print size of not less than point seven size;
 - m) an issue advertisement displayed on a billboard shall not contain information other than that specified in Part D of Schedule X;
 - n) an issue advertisement which contains highlights or information other than the details contained in the format as specified in Schedule X shall prominently advise the viewers to refer to the offer document for details and risk factors.
- (7) No public information with respect to the issue shall contain any offer of incentives, to the investors whether direct or indirect, in any manner, whether in cash or kind or services or otherwise.
- (8) No advertisement relating to product or service provided by the issuer shall contain any reference, directly or indirectly, to the performance of the issuer during the period commencing from the date of the resolution of the board of directors of the issuer approving the public issue till the date of allotment of specified securities offered in such issue.
- (9) No information which is extraneous to the information disclosed in the draft offer document or offer document, as the case may be, or otherwise, shall be given by the issuer or any member of the issue management team or syndicate to any particular section of the investors or to any research analyst in any manner whatsoever, including at road shows, presentations, in research or sales reports or at bidding centres.
- (10) The lead manager(s) shall submit a compliance certificate in the format specified in Part E of Schedule X for the period between the date of filing the draft offer document and the date of closure of the issue, in respect of news reports appearing in any of the following media:
- a) newspapers mentioned in these regulations;
 - b) print and electronic media controlled by a media group where the media group has a private treaty or shareholders' agreement with the issuer or promoters of the issuer.

Explanation: For the purpose of this schedule:

- (I) “public communication or publicity material” includes corporate, issue advertisements of the issuer, interviews by its promoters, directors, duly authorized employees or representatives of the issuer, documentaries about the issuer or its promoters, periodical reports and press releases.
- (II) Any advertisement issued by the issuer shall be considered to be misleading, if it contains:
 - a) Statements made about the performance or activities of the issuer without necessary explanatory or qualifying statements, which may give an exaggerated picture of such performance or activities.
 - b) An inaccurate portrayal of past performance or its portrayal in a manner which implies that past gains or income will be repeated in the future.

Extract of Section 30 of the Companies Act, as amended:

Where an advertisement of any prospectus of a company is published in any manner, it shall be necessary to specify therein the contents of its memorandum as regards the objects, the liability of members and the amount of share capital of the company, and the names of the signatories to the memorandum and the number of shares subscribed for by them, and its capital structure.

ANNEXURE B

[On the letter head of the Service Provider]

Date: [●]

Motilal Oswal Investment Advisors Limited

Motilal Oswal Tower
Rahimtullah Sayani Road
Opposite Parel ST Depot,
Prabhadevi,
Mumbai - 400025
Maharashtra, India

(referred to as the “**BRLM**”)

Sirs / Madams:

Information with respect to the news reports for the proposed initial public offering of equity shares of ₹ 2 each of Gem Aromatics Limited (the “Company”) (the “Equity Shares” and such offering, the “Issue”)

Pursuant to the service provider agreement dated December 25, 2024 (the “**Service Provider Agreement**”), between Concept Communication Limited and Gem Aromatics Limited, in the period between the date of filing the Draft Red Herring Prospectus with the Securities and Exchange Board of India, and the date on which the trading of the Equity Shares commences on the Stock Exchanges, we, Concept Communication Limited (the “**Service Provider**”), confirm that the following is true and correct in respect of news reports appearing in any of the following media and other than as mentioned in the table below that there have been no news reports appearing in,

- (a) newspapers in which the Offer related advertisements in terms of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, were published (including the advertisement to be issued pursuant to/simultaneously with the filing of the DRHP with SEBI) being all editions of [●] (a widely circulated English national daily newspaper), all editions of [●] (a widely circulated Hindi national daily newspaper), and [●] edition of [●] (a widely circulated Marathi daily newspaper, Marathi being the regional language of Maharashtra where the Company’s registered office is located) as may be decided by the Company, in consultation with the BRLM, and intimated to the Service Provider; and
- (b) print and electronic media controlled by a media group where the media group has a private treaty/shareholders’ agreement with the Company or the Promoters of the Company,

Sr. No.	News report details (Newspaper, edition, date, etc.)	Subject Matter	Whether the contents of the news report are supported by disclosures in the offer document or advertisements made pursuant to the SEBI ICDR Regulations or information available on the website of the stock exchanges (Yes/No)	If yes, page numbers in the DRHP where the disclosures are made	If no, action taken by the BRLM*
a)	[●]	[●]	[●]	[●]	[●]
b)	[●]	[●]	[●]	[●]	[●]
c)	[●]	[●]	[●]	[●]	[●]

*Action taken by the BRLM to be provided by the BRLM

We confirm that this information is true, correct and complete and may be relied upon by the BRLM for making requisite filings with SEBI and we further confirm that there are no print and electronic media controlled by a media group where the media group has a private treaty/shareholders’ agreement with the Company or the Promoters of the Company.

The above certificate pertains to the media where the Offer Advertisements have been published. The contents of the news reports being supported by disclosures in the draft red herring prospectus, the red herring prospectus and the prospectus and the relevant page numbers have been filled by the Service Provider on the basis of information

provided by the BRLM, and to that extent the BRLM can rely on this confirmation for providing their compliance certificate to SEBI in this regard.

In case, the information is, or is alleged to be, untrue, incomplete, incorrect, misleading or inaccurate in any respect, the Service Provider shall, at its own cost and expense, indemnify, defend and hold the BRLM, their respective Affiliates and each of their respective directors, officers, management, representatives, agents, advisors, successors, permitted assigns or employees and/or intermediaries or any other persons acting on its behalf and/or any other person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such indemnified persons, free and harmless from and against any and all losses, liabilities, claims, demands, damages, suits, proceedings, charges, awards, judgments, actions, costs, interests and expenses arising out of, in relation to or in connection with any such default or alleged default on the part of the Service Provider and/or its partners, employees, representatives, officers, directors or other persons acting on its behalf (the “**Service Provider Representatives**”). In case of any conflict between this paragraph and the letter of indemnity issued by the Service Provider to the BRLM under the Service Provider Agreement, the letter of indemnity shall prevail. This indemnity will survive the expiry / termination of the Service Provider Agreement.

The maximum aggregate liability of the Service Provider together with its directors, partners, employees, Affiliates, associates or contractors towards the BRLM under the Service Provider Agreement shall in no event exceed the aggregate amount of professional fees paid by the Company to the Service Provider under the Service Provider Agreement, except in the event of fraud, willful misconduct, willful default, bad faith and/or gross negligence by the Service Provider.

This information and indemnity shall be governed by and construed in accordance with the Service Provider Agreement and Indian law.

Any dispute arising in relation to this information may be referred by any BRLM or the Service Provider to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended. The BRLMs and the Service Provider shall appoint one arbitrator each and the two arbitrators so appointed shall jointly appoint the third arbitrator who shall be the presiding arbitrator within fifteen (15) days of receipt of the second arbitrator’s confirmation of his/ her appointment. The seat and place of arbitration shall be Mumbai, India. All proceedings in any such arbitration shall be conducted under and in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules and the language of arbitration shall be English. The rights and obligations of the parties under, or pursuant to, this information, including the arbitration clause, in relation to any disputes arising out of this information, shall be under the sole and exclusive jurisdiction of the courts located in Mumbai, India including any interim and/or appellate reliefs. Subject to the above, the courts of Mumbai, India shall have the sole and exclusive jurisdiction in relation to any disputes arising out of this certificate.

We confirm that we will immediately inform the BRLM if there are any changes to the information stated in this certificate until the date on which Equity Shares commence trading on the stock exchanges. In the absence of any such communications, the information stated in this certificate should be taken as updated information. This confirmation may be relied upon by the legal counsels and BRLM in respect of the Offer. This confirmation may be relied upon by the BRLM and the respective legal counsel to the Company and the BRLM in respect of the Offer.

All terms and conditions mentioned in the Agreement will apply mutatis mutandis to this letter.

All capitalized terms not specifically defined in this certificate will have the same meanings attributed to such terms in the Service Provider Agreement.

Sincerely,

For and on behalf of **Concept Communication Limited**

Authorized Signatory

Name: [•]

Designation: [•]

Date: [•]

CC:

Gem Aromatics Limited
A/410, Kailash Complex,
Vikhroli Powai Link Road,
Park Site, Vikhroli (W),
Mumbai – 400079,
Maharashtra, India

ANNEXURE C

LETTER OF INDEMNITY

Date: [●]

Motilal Oswal Investment Advisors Limited

Motilal Oswal Tower
Rahimtullah Sayani Road
Opposite Parel ST Depot,
Prabhadevi,
Mumbai - 400025
Maharashtra, India

(referred to as the “**BRLM**”)

Dear Sir,

Re: Letter of indemnity to the BRLM pursuant to the Service Provider Agreement dated December 25, 2024 (the “Agreement”), entered between Gem Aromatics Limited (the “Company”) and Concept Communication Limited (the “Service Provider”)

The Company and the Selling Shareholders (*the entities to the Service Provider Agreement*) propose to undertake an initial public offering of equity shares of face value of ₹ 2 each of the Company (the “**Equity Shares**”), comprising a fresh issue of Equity Shares (the “**Fresh Issue**”) and an offer for sale of Equity Shares by the Selling Shareholders (the “**Offer for Sale**”, and such Equity Shares, the “**Offered Shares**”), in accordance with the Companies Act, 2013, as amended, along with the relevant rules framed thereunder (the “**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”) and other Applicable Laws (as defined hereafter) (the “**Offer**”), at such price as may be determined through the book building process (the “**Book Building Process**”) as provided in Schedule XIII of the SEBI ICDR Regulations in terms of which the Offer is being made by the Company and the Selling Shareholders in consultation with the Book Running Lead Manager to the Offer (the “**Offer Price**”). The Offer will be made within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations. The Offer may also include allocation of Equity Shares to certain Anchor Investors, on a discretionary basis by the Company in consultation with the BRLM, in accordance with the SEBI ICDR Regulations.

The Company appointed the Service Provider by way of an engagement letter dated November 21, 2024 as the advertising agency for the Offer, in relation to a public relations programme with respect to the Offer, in compliance with the SEBI ICDR Regulations and to provide advertising and media monitoring and related services in accordance with the provisions of the SEBI ICDR Regulations. Subsequently, the Company and the Service Provider entered into the Agreement to record their respective rights, duties and obligations. The Service Provider confirms that it has read and understood the Companies Act, 2013 and rules made thereunder, each as amended (the “**Companies Act, 2013**”), the SEBI ICDR Regulations and all other Applicable Laws in relation to its scope of work to be undertaken under the Agreement, and the Publicity Memorandum and confirms that it is fully aware of its duties, responsibilities, obligations and the consequences of any default on its part. The Service Provider acknowledges that the BRLM may be exposed to *inter alia* liabilities and/or losses if the Service Provider fails to comply with any of its duties, responsibilities, representations, warranties, covenants, undertakings and obligations under the Agreement and this Letter of Indemnity.

Pursuant to the provisions of the Agreement, the Service Provider has undertaken to enter, execute and deliver this Letter of Indemnity to the BRLM to indemnify, at all times, them, its Affiliates, and its directors, successors, management, representatives, employees, advisors, associates, permitted assigns, officers and agents, the intermediaries of the BRLM, or any other person acting on its behalf and/or each other person, if any, controlling the BRLM or their Affiliates, (“**the BRLM Indemnified Party**”), to the full extent lawful and at all times, free and harmless from and against any and all losses, liabilities, claims, demands, damages, suits, awards, charges, actions, awards, judgments, costs, interests, proceedings and expenses, including legal expenses arising out of, or relating to, a breach or alleged breach of the Service Provider’s representations, warranties, undertakings, covenants or obligations or error or failure on the part of the Service Provider to deliver or perform services contemplated under the Agreement and / or this Letter of Indemnity, including the delivery of required information for providing a media compliance certificate by the BRLM under the SEBI ICDR Regulations.

The Service Provider undertakes to the BRLM that it shall act with due diligence, care and skill while discharging its services under the Agreement. The Service Provider further represents, warrants and undertakes to the BRLM to: (a) fully cooperate and comply with any instructions the BRLM may provide in respect of the Offer, (b) ensure compliance with Applicable Laws (including requirements under the SEBI ICDR Regulations and the Companies Act, 2013, and all directions/ guidance issued by SEBI in relation to Advertisements and Publicity Material prepared by the Service Provider), and (c) comply with the terms and conditions of the Agreement and this Letter of Indemnity. The Service Provider acknowledges that the Company entering into the Agreement with the Service Provider is sufficient consideration for the Service Provider to issue this Letter of Indemnity in favour of the BRLM.

Accordingly, the Service Provider hereby absolutely, irrevocably and unconditionally undertakes and agrees to indemnify, defend and hold, at its own cost and expense, each of the BRLM Indemnified Party to the full extent lawful and at all times, free and harmless from and against any and all losses, demands, liabilities, claims, damages, penalties, suits, charges, actions, awards, judgments, costs, interests, proceedings and expenses, including legal expenses, arising out of or relating to breach or alleged breach of the Service Provider's representations, warranties, undertakings or obligations under the Agreement or any provision of law, regulation or order of any court or legal, statutory, judicial, quasi-judicial, administrative, governmental and/or regulatory authority or of any of the terms and conditions mentioned in the Agreement or this Letter of Indemnity, including relating to the delivery of a media compliance certificate to the BRLM under Regulation 42 read with Paragraph 11 of Schedule IX of the SEBI ICDR Regulations, or any error, deficiency or failure on the part of the Service Provider or any of its Affiliates to deliver or perform the services contemplated under the Agreement or infringement of any intellectual property rights of any third party and/ or provision of any information to the BRLM Indemnified Party by the Service Provider or any of its Affiliates or other persons acting on its behalf is untrue, incomplete or incorrect in any respect, breach and/ or any delay, gross negligence, fraud, misconduct, wilful default or bad faith, if any, in performing its duties, obligations and responsibilities under the Agreement or this Letter of Indemnity by the Service Provider and/or Affiliates or other persons acting on its behalf.

The maximum aggregate liability of the Service Provider together with its directors, partners, employees, associates, Affiliates, or contractors towards the BRLMs under the Agreement (regardless of the form of action, whether in contract, negligence or otherwise) shall in no event exceed the aggregate amount of professional fees paid or agreed to be paid by the Company to the Service Provider under the Agreement and the Engagement Letter. However, such limitation of liability shall not apply for any liability arising out of fraud, bad faith, gross negligence, wilful default or wilful misconduct (including but not limited to any fraud, bad faith, gross negligence, wilful default or wilful misconduct in relation to any non-compliance with advertising and publicity restrictions) on the part of the Service Provider and / or its Affiliates, partners, representatives, officers, directors, or other persons acting on its behalf.

This Letter of Indemnity shall be effective from the date of execution of the Agreement and shall survive the expiry/ termination of the Agreement and may be amended or altered only with the prior written approval of all the BRLM. The Service Provider shall inform the BRLM of any amendment or termination to the Service Provider Agreement and provide the BRLM a copy of such amendment or termination. The provisions of this Letter of Indemnity are not affected, amended or limited by any other terms set out in the Agreement and shall be in addition to any other rights that the BRLM's Indemnified Parties may have at common law, equity and/or otherwise.

The Service Provider acknowledges and agrees that each of the BRLM shall have the rights specified under the provisions of the Agreement and this Letter of Indemnity (in addition to any other right the BRLM may have under applicable law or otherwise) but shall not have any obligations or liabilities (including but not limited to payment of any fees or expenses) with respect to the Service Provider or the Company or any other party, expressed or implied, direct or indirect, under the terms of the Agreement or this Letter of Indemnity. Further, the Company entering into the Agreement with the Service Provider is sufficient consideration for this Letter of Indemnity to be issued in favour of the BRLM.

The Service Provider hereby agrees that failure of any of the BRLM Indemnified Party to exercise part of any of its rights under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLM Indemnified Party of any of its rights established herein.

This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of executed signature pages by e-mail or electronic transmission (including via scanned PDF) shall constitute effective and binding execution and delivery of this Letter of Indemnity.

In the event of inconsistency between the terms of this Letter of Indemnity and the Agreement, the terms of this Letter of Indemnity shall prevail *vis-à-vis* the terms and conditions mentioned herein.

Notwithstanding anything contained in the Agreement, in the event of a breach by any Party to this Letter of Indemnity, the defaulting Party shall have the right to cure such breach within a period of 10 days of receipt of written notice of such breach by the non-defaulting Party or the defaulting Party becoming aware of such breach, whichever is earlier. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period; or if any dispute, difference or claim arises between the Parties hereto in connection with this Letter of Indemnity or the validity, interpretation, implementation or breach or alleged breach of the terms of this Letter of Indemnity or any action or omission pursuant to this Letter of Indemnity, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 10 days after commencement of discussions, then any Party may refer such dispute, difference of claim for resolution to an arbitration tribunal. Each disputing Party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator who shall be the presiding arbitrator within 15 days of receipt of the second arbitrator's confirmation of his/her appointment. If the presiding arbitrator is not appointed within such period, the presiding arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996. The arbitration award shall be final, conclusive, and binding on the disputing Parties and the disputing Parties agree to be bound thereby and to act accordingly. Furthermore, the arbitration award shall be subject to enforcement in any court of competent jurisdiction. The place of arbitration shall be Mumbai, India, and the language shall be English. Subject to the provisions of this paragraph, the courts of Mumbai, India shall have sole and exclusive jurisdiction in relation to any disputes arising out of the arbitration proceedings mentioned herein above.

This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Republic of India and subject to the above, the courts at Mumbai, India shall have sole and exclusive jurisdiction in all matters arising out of the arbitration proceedings mentioned herein above including any interim and/or appellate reliefs.

A copy of the Agreement shall be provided to the Book Running Lead Manager for their information and records.

The terms and conditions mentioned in the Agreement with respect to the Service Provider shall apply *mutatis mutandis* to this Letter of Indemnity.

All capitalized terms not specifically defined herein will have the same meanings attributed to such terms in the Agreement.

All notices and communications issued pursuant to this Letter of Indemnity or the Service Provider Agreement must be in writing and: (a) delivered personally, or (b) sent electronically, or (c) sent by registered post or speed post, at the addresses or email address as specified below or sent to such other addresses or email address as each party specified below may notify in writing to the other. All notices and other communications required or permitted under this Letter of Indemnity, if delivered personally or by overnight courier, shall be deemed given upon delivery; if delivered by email, be deemed given when electronically confirmed; and if sent by registered post or speed post, be deemed given when received.

In case of the Book Running Lead Manager:

**Motilal Oswal Investment
Advisors Limited**

Motilal Oswal Tower
Rahimtullah Sayani Road
Opposite Parel ST Depot,
Prabhadevi,
Mumbai - 400025
Maharashtra, India

Email:

subrat.panda@motilaloswal.com

Attention: Subrat Kumar Panda

In case of the Service Provider to:

Concept Communication Limited

Queens Mansion,
Prescot Road, Fort
Mumbai 400001
Tel: 022 40558888
E-mail: vivek@conceptindia.com
Contact person: Vivek Suchanti

This signature page forms an integral part of the Letter of Indemnity for the Service Provider Agreement executed by Concept Communication Limited in favour of Motilal Oswal Investment Advisors Limited for the initial public offering of Gem Aromatics Limited.

IN WITNESS WHEREOF, this Letter of Indemnity has been executed by the Parties or their duly authorised signatories the day and year first above written.

SIGNED FOR AND ON BEHALF OF CONCEPT COMMUNICATION LIMITED

Authorised Signatory

Name:

Designation:

This signature page forms an integral part of the Letter of Indemnity for the Service Provider Agreement executed by Concept Communication Limited in favour of Motilal Oswal Investment Advisors Limited for the initial public offering of Gem Aromatics Limited.

IN WITNESS WHEREOF, this Letter of Indemnity has been executed by the Parties or their duly authorised signatories the day and year first above written.

SIGNED FOR AND ON BEHALF OF MOTILAL OSWAL INVESTMENT ADVISORS LIMITED

Authorised Signatory
Name:
Designation:

ANNEXURE D
PUBLICITY MEMORANDUM