



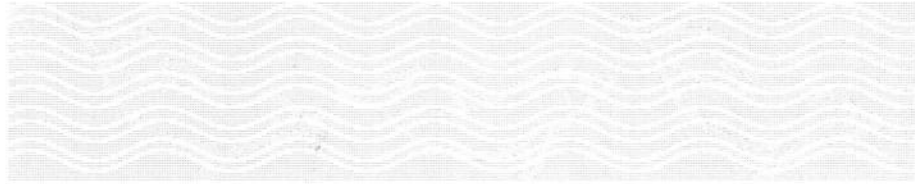
सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No.	: IN-DL78563575581976S
Certificate Issued Date	: 10-Sep-2020 11:24 PM
Account Reference	: IMPACC (IV)/ dl878003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL7800364430001572322S
Purchased by	: EIH LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: EIH LIMITED
Second Party	: PRESSMAN ADVERTISING LIMITED
Stamp Duty Paid By	: EIH LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



.....Please write or type below this line.....

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AD AGENCY AGREEMENT EXECUTED BETWEEN EIH LIMITED AND PRESSMAN ADVERTISING LIMITED

**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shciestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No.	: IN-DL78563674463408S
Certificate Issued Date	: 10-Sep-2020 11:19 PM
Account Reference	: IMPACC (IV)/ dl878003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL7800364428208037530S
Purchased by	: EIH LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: EIH LIMITED
Second Party	: PRESSMAN ADVERTISING LIMITED
Stamp Duty Paid By	: EIH LIMITED
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



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**KHAITAN  
&CO**  
*Advocates since 1911*

**SERVICE PROVIDER AGREEMENT**

*dated*

**18 SEPTEMBER 2020**

*between*

**EIH LIMITED**

*and*

**PRESSMAN ADVERTISING LIMITED**

**Bengaluru (Bangalore)**  
Embassy Quest, 3rd Floor  
45/1, Magrath Road  
Bangalore 560 025  
T: +91 80 2559 7466  
F: +91 80 2559 7452  
E: [bangalore@khaitanco.com](mailto:bangalore@khaitanco.com)

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10<sup>th</sup> & 13<sup>th</sup> Floor, Tower 1  
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E: [delhi@khaitanco.com](mailto:delhi@khaitanco.com)

This **SERVICE PROVIDER AGREEMENT (THE “AGREEMENT”)** is entered into at New Delhi on this 18<sup>th</sup> day of September 2020, by and between:

**EIH LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 4 Mangoe Lane, Kolkata - 700 001, and its corporate office at 7 Sham Nath Marg, Delhi - 110 054 (hereinafter referred to as the “**Issuer**” / 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**

**PRESSMAN ADVERTISING LIMITED**, a company registered under the Companies Act, 1956, having its office at Pressman House, 10A Lee Road, Kolkata - 700 020 (hereinafter referred to as the “**Agency**”, 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 **SECOND PART**;

The Company and the Agency are hereinafter individually referred to as a “**Party**” and collectively as “**Parties**”.

**WHEREAS**

- (A) The Company is proposing to issue equity shares of face value ₹ 2 each (the “**Rights Equity Shares**”) to its existing shareholders as of the record date determined by the Company (the “**Record Date**”, and such shareholders, the “**Eligible Equity Shareholders**”) on a rights basis for an amount aggregating up to ₹ 3,500 million in accordance with the provisions of the Companies Act, 2013 and the rules made thereunder, as amended (“**Companies Act**”) and the provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) along with the relevant circulars, guidelines and regulations issued by the Securities and Exchange Board of India (“**SEBI**”) and other applicable statutory and / or regulatory requirements at such terms and conditions as may be decided by the Company (“**Issue**”), in consultation with Ambit Capital Private Limited, the lead manager appointed for the Issue (“**Lead Manager**”).
- (B) The Board of Directors of the Company, pursuant to the resolution passed on September 7, 2020, has authorized the Issue.
- (C) The Company, subject to receipt of requisite approvals, is proposing to file a letter of offer (the “**Letter of Offer**”) with the SEBI, BSE Limited, the National Stock Exchange of India Limited and The Calcutta Stock Exchange Limited (collectively, the “**Stock Exchanges**”).
- (D) The Company has approached the Agency to provide advertising and media services in relation to the Issue, and the Agency has consented to provide its professional services to the Company for advertising and media relations in respect of the Issue on the terms as mutually set out in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual representations, warranties and covenants set forth in this Agreement, the Parties hereby agree as follows:

## **1. DEFINITIONS AND INTERPRETATION**

- 1.1. In this Agreement (including the recitals above), except where the context otherwise requires, the following words and expressions shall mean the following. In the event of any inconsistencies or discrepancies, the definitions in the Issue Documents (as defined hereunder) shall prevail:

**“Abridged Letter of Offer”** shall mean the abridged letter of offer to be sent to the Eligible Equity Shareholders of our Company with respect to the Issue in accordance with SEBI ICDR Regulations and the Companies Act;

**“Adverse Reporting”** shall mean any misreporting, adverse or negative reporting in any media, relating to the Company, its subsidiaries, its joint venture, or the Issue, and any reporting not supported by the disclosures in the Letter of Offer);

**“Advertisement”** includes notices, brochures, corrigenda, circulars, pamphlets, cover pages of the Issue Documents, show cards, catalogues, hoardings, placards, posters, insertions in newspaper, pictures and films in any print media or electronic media, radio and television program, or through any other electronic media including, but not limited to, online media;

**“Affiliate”** shall mean (a) any other 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 other person which is a holding company, 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. In addition, the “Promoters” and the members of the “Promoter Group” are deemed to be Affiliates of the Company. As used in this definition of Affiliate, the term “control” shall mean “control” under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011. 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 and (ii) the terms “Promoters” and “Promoter Group” shall have the respective meanings set forth in the Issue Documents and in the SEBI ICDR Regulations;

**“Agency”** shall mean Pressman Advertising Limited;

**“Agreement”** shall have the meaning as ascribed to it in the Preamble to this Agreement;

**“Applicable Law”** shall mean any applicable law, regulation, byelaw, rule, guideline, circular, order, notification, regulatory policy (including any requirement under, or notice of, any regulatory body), compulsory guidance, rule, order or decree of any court or any arbitral authority, or directive, delegated or subordinate legislation in any applicable jurisdiction, within or outside India, including any applicable law in any relevant jurisdiction, including the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Companies Act, 2013 read with the rules, regulations, clarifications and modifications thereunder, the SEBI ICDR Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Foreign Exchange Management Act, 1999 and rules and regulations thereunder, and the guidelines, instructions, rules, communications, circulars and regulations

issued by the Government of India, the jurisdictional Registrar of Companies, SEBI, the Reserve Bank of India, or by any other governmental authority and similar agreements, rules, regulations, orders and directions in force in other jurisdictions where there is any offer or sale of the Rights Equity Shares as part of the Issue;

**“Applicable Period”** shall mean the period commencing from the date of signing this Agreement till the date on which the trading of the Rights Equity Shares commences on the Stock Exchanges;

**“Companies Act”** shall have the meaning ascribed to it in Recital A;

**“Company”** shall mean EIH Limited;

**“Confidential Information”** shall have the meaning ascribed to it in Clause 8.2;

**“Effective Date”** means 18 September 2020;

**“Eligible Equity Shareholders”** shall have the meaning ascribed to it in Recital A;

**“Issue”** shall have the meaning ascribed to it in Recital A;

**“Issue 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 Issue *inter-alia* including any statutory advertisement, advertisement for opening or closure of the Issue, announcement of Record Date and basis of allotment, including any amendments, notices, addendum and corrigendum thereto;

**“Issue Documents”** shall mean the Letter of Offer, the Abridged Letter of Offer, the application form, and all other documents issued in relation to the Issue, together with all amendments, corrections, supplements or notices to investors, for use in connection with the Issue;

**“Lead Manager”** shall have the meaning ascribed to it in Recital A;

**“Publicity Material”** includes corporate advertisements, Issue Advertisements, and other Advertisements of the Company, its Subsidiary, its Joint Venture, interviews by its Promoters, Directors, or duly authorised employees or other Company Representatives of the Company, documentaries about the Company, its Promoters or its Subsidiaries, or its Joint Ventures, 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 and any other applicable law, prepared by the legal advisor appointed for the Issue and provided to the Company in connection with the Issue;

**“Rights Equity Shares”** shall have the meaning ascribed to it in Recital A;

**“Record Date”** shall have the meaning ascribed to it in Recital A;

“**Letter of Offer**” shall mean the letter of offer to be filed with SEBI and the Stock Exchanges;

“**Promoters**” shall mean the promoters of the Company, namely, being Prithviraj Singh Oberoi, Shib Sanker Mukherji, Vikramjit Singh Oberoi, Arjun Singh Oberoi, Deepak Madhok, Aravali Polymers LLP, Bombay Plaza Private Limited, Oberoi Buildings and Investments Private Limited, Oberoi Holdings Private Limited, Oberoi Hotels Private Limited, Oberoi Investments Private Limited, Oberoi Leasing and Finance Company Private Limited, Oberoi Plaza Private Limited and Oberoi Properties Private Limited;

“**SEBI Circular**” shall mean the SEBI circular bearing no. SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020;

“**Service Fees**” shall mean the professional fee plus applicable will be paid for the scope of services mentioned under this Agreement;

“**Stock Exchanges**” shall have the meaning ascribed to it in Recital C;

## 1.2. **Interpretation**

In this Agreement, unless the context otherwise requires:

- (a) words denoting the singular number shall include the plural and *vice versa*;
- (b) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- (c) heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
- (d) references to the word “include” or “including” shall be construed without limitation;
- (e) references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted or any replacement or novation thereof;
- (f) a reference to an article, clause, section, paragraph or annexure is, unless indicated to the contrary, a reference to an article, clause, section, paragraph or annexure of this Agreement;
- (g) unless otherwise defined, reference to the word ‘days’ shall mean calendar days;
- (h) capitalized terms used herein and not otherwise defined shall have the same meanings assigned to such terms in the Issue Documents;
- (i) reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;

- (j) the recitals, schedules and annexures hereto shall constitute an integral part of this Agreement; and
- (k) 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.

## 2. OBJECTIVES

The Agency, through a publicity relations and media monitoring program, shall strive to achieve the following objectives, which shall comply with Applicable Law:

- (a) Creating awareness amongst investors about the Issue, subject to the provisions of the SEBI ICDR Regulations and other Applicable Law.
- (b) Assisting the Company in providing a compliance report on media coverage related to the Issue as per the provisions of the SEBI ICDR Regulations, which media coverage shall include coverage of (a) newspapers in which the pre-Issue Advertisements, as per the SEBI ICDR Regulations and the SEBI Circular are published and in any other newspapers that may be mutually decided between the Company in consultation with the Lead Manager and the Agency, in writing, (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, as informed by the Company to Agency, to the extent applicable.
- (c) Formulating the overall advertisement plan for the Issue in line with media plan along with the timing, frequency, size and publication details and launching a corporate campaign, if required, including in the print, outdoor, electronic, radio, online media and any other medium as advised by the Company in consultation with the Lead Manager, in accordance with the SEBI ICDR Regulations.
- (d) Coordinating with the Lead Manager and the legal counsel appointed in relation to the Issue for prior approvals on all Publicity Material issued during the Applicable Period.
- (e) Assisting the Company in managing crisis situations, if any, during the Issue.

## 3. SCOPE OF SERVICES

- 3.1. The Agency will assist the Company in all aspects of corporate and Issue related Publicity Material and Issue Advertisements in accordance with the guidelines and restrictions for publicity and publicity materials provided in the SEBI ICDR Regulations and the SEBI Circular. The Agency hereby acknowledges that it is well versed with the requirements specified under Regulation 83, in Chapter III and Schedule IX, along with other applicable provisions of the SEBI ICDR Regulations, other Applicable Law in connection with the Issue, and the Publicity Memorandum.
- 3.2. The Agency shall bring to the notice of the Company, the Lead Manager, and the legal counsel appointed in relation to the Issue, any misreporting, adverse or negative reporting in any media, relating to the Company, its subsidiaries, its joint venture, or the Issue, and any reporting not supported by the disclosures in the Letter of Offer (together, "**Adverse**



**Reporting**”), immediately upon becoming aware of such Adverse Reporting. The Agency shall also assist the Company and the Lead Manager in taking appropriate steps in relation to any Adverse Reporting.

- 3.3. The Agency will assist the Company in managing media relations in relation to the Issue, including the dissemination of Publicity Material, till the date on which the Rights Equity Shares are allotted, and as a condition to the release of any Publicity Material and / or Issue Advertisements issued by the Company and / or any Company representative during the term of this Agreement, obtain consent from the Lead Manager and the counsel appointed in relation to the Issue.
- 3.4. The Agency will prepare various Issue Advertisements and other Publicity Material, including all statutory advertisements in connection with the Issue and submit them to the Company, the Lead Manager, and the legal counsel appointed in relation to the Issue respectively for their approval. The Agency undertakes to follow the guidelines and restrictions for publicity and publicity materials provided in the SEBI ICDR Regulations and the SEBI Circular in this regard.
- 3.5. The Agency shall prepare the pre-Issue Advertisements in accordance with the SEBI ICDR Regulations and SEBI Circular. The Agency will assist the Company in publishing the pre-Issue Advertisements in additional newspapers (over and above the statutory newspapers in terms of SEBI ICDR Regulations) and digital Advertisements through audio / visual means (if required), among others, to disseminate the information about the Issue and the manner in which the Eligible Equity Shareholders to whom the Letter of Offer and other Issue Documents have not been sent may apply. Further, the Agency agrees to assist the Company to design, create and publish the Issue Advertisements through television channels, radio, internet, chatbots or any other means, including in the form of L-bands, aston bands, crawlers or tickers, to disseminate, among others, information relating to the application process to apply in the Issue.
- 3.6. The Agency will release the approved Issue Advertisements and Publicity Material as per the media plan and release schedule approved by the Company in consultation with the Lead Manager.
- 3.7. The Agency undertakes to release the Issue Advertisements and / or other Publicity Material, as applicable, only after approval of the Company, the Lead Manager and the legal counsel appointed in relation to the Issue has been received for the Issue Advertisements, Publicity Material, media plan, and the release schedule.
- 3.8. The Agency shall track media coverage of the publications related to the Company and the Promoters, in terms of clause 2 (b), on a daily and weekly basis and provide details thereof to the Company and the Lead Manager.
- 3.9. The Agency shall, on each working day from the date of this Agreement or the date of the Letter of Offer, whichever is earlier, until the listing and commencement of trading of the Rights Equity Shares on the Stock Exchanges, track media coverage related to the Company and provide copies of such media coverage to the Lead Manager, the Company, and the legal counsel appointed in relation to the Issue on their e-mail addresses. For media coverage related to the Company being published and / or disseminated on days other than a working day, the Agency shall provide copies on the next working day.

- 3.10. Pursuant to clause (11) of Schedule IX of the SEBI ICDR Regulations and other Applicable Law, the Agency would provide to the Lead Manager, the Company and the legal counsel appointed in relation to the Issue, on a weekly basis during the Applicable Period, a report along with copies of all news reports and Advertisements issued in relation to the Company appearing in media, including in (i) all editions of any English national daily newspaper with wide circulation, Hindi national daily newspaper with wide circulation and regional language newspaper with wide circulation or such other newspapers where the Issue Advertisements are published; (ii) 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 to the extent applicable (the details of which shall be promptly provided by the Company or the Promoters, as the case may be, to the Agency, the Lead Manager, and the legal counsel appointed in relation to the Issue), from the date of this Agreement or the Letter of Offer, whichever is earlier, through email to the relevant persons, along with a scanned attachment of the news reports, Advertisements and other publications as detailed above.
- 3.11. The Agency shall provide all the relevant information required to be submitted under clause (11) of Schedule IX of the SEBI ICDR Regulations in the form of a report in the format specified in Part E of Schedule X of the SEBI ICDR Regulations and as set forth in **Annexure A** and such report shall be provided through e-mails along with the scanned attachment of the news reports, Advertisements, etc. as detailed in clause 3.9 above to the Lead Manager. The Agency confirms, represents and acknowledges that the Company, Lead Manager, and their respective advisors can rely on the Agency's reports and copies of media coverage provided pursuant to the provisions of this Agreement, including for providing compliance certificate, as required under clause (11) of Schedule IX of the SEBI ICDR Regulations, to SEBI in this regard.
- 3.12. The Agency undertakes and represents to the Company and the Lead Manager that it would adhere to all the requirements as provided in the SEBI ICDR Regulations and the SEBI Circular relating to Issue Advertisements and Publicity Material prepared or issued by the Agency.
- 3.13. The Agency represents that the amendments or corrections proposed by the Company, the Lead Manager, and the legal counsel appointed in relation to the Issue will be incorporated in letter and in spirit.
- 3.14. The Agency shall develop and place all the Issue Advertisements or Advertisements otherwise concerning the Issue as prescribed in the SEBI ICDR Regulations and other relevant provisions of the SEBI ICDR Regulations and the Companies Act, 2013, in accordance with the Publicity Memorandum or as may be specifically instructed by the Company or the Lead Manager.
- 3.15. The Agency represents that they will not directly or indirectly induce others to carry out in any manner the publicity which may be restricted under the SEBI ICDR Regulations.
- 3.16. The Agency shall report any supplementary information that may be added to the Letter of Offer at a later stage. The Agency will be responsible for preparing and issuing any corrigenda and / or Issue Advertisement in connection with any supplementary information that may be added to the Letter of Offer in connection with the Issue at a later stage.

#### **4. SERVICING TEAM**

A team from the Agency will service the Company. The team will be supported by the branch network and representatives of the markets covered under this Agreement.

## **5. COMMERCIAL TERMS**

### **5.1. For Statutory Advertisements and Media Monitoring**

5.1.1. For the scope of services mentioned under this Agreement, towards media monitoring, the Agency will be paid a professional fee of ₹ 100,000 plus applicable -goods and services taxes (“**Service Fees**”).

### **5.2. For Issue Advertisements other than Statutory Advertisements**

5.2.1. The Agency will be paid as per the approved media estimate for all other Issue-related Advertisements released in connection with the Issue.

5.2.2. All other costs reasonably and properly incurred, by the Agency for the advertising would be reimbursed by the Company at actuals. The Agency would provide supporting documents in respect of such costs. Further, any out of pocket expenses should be with prior consent in writing of the Company.

5.2.3. The third-party costs for the advertising program would include photography, illustrations, model, props, production of television films and radio spots, etc.

5.2.4. The public relations-related costs include banquet functions, audio-visual equipment hire, travel and lodging expenses as well as printing and production of collaterals for conducting road-shows.

5.2.5. Wherever the Agency is required to make advance payments on behalf of the Company, the same shall be paid by the Company in advance, provided that appropriate documentary evidence of such costs is provided. These would include items such as road-show costs, the cost of hiring outdoor media, billboards etc.

5.3. The advertising bills will be settled within 30 days of the last day of the month during which the Advertisements were released. However, advance payment will be made for outdoor advertising, television advertising, radio advertising and online advertising.

5.4. All the conference / travel expenses will be paid by the Company directly or advance payment may be made to the Agency. However, the tracking fee will be paid post listing of the issue.

5.5. Taxes, including GST, would be charged separately, as applicable

## **6. TERM OF AGREEMENT**

This Agreement shall come into force on the date of execution of this Agreement (“**Effective Date**”) until the listing and trading of the Rights Equity Shares and upon the completion of all services required to be performed by the Agency in relation to the Issue.

## **7. TERMINATION**

7.1. Either Party can terminate the agreement by giving 30 days 'prior notice in writing. Notwithstanding anything contained in this Agreement, the Company shall have the discretion

to terminate this Agreement with or without notice, at any time, in the event the Company forms an opinion that the Agency is providing deficient services.

- 7.2. In this regard, the Company shall provide sufficient opportunity to the Agency to be heard prior to terminating the Agreement. In such event, the decision of the Company shall be final and binding and the Company shall not be responsible for any compensation to the Agency, apart from fees and the costs actually incurred, with the approval of the Company.
- 7.3. If this Agreement is terminated prior to the listing and trading of the Rights Equity Shares, it shall be the duty of the Agency to extend all such support as may be required by the Company or their newly appointed service provider towards taking over duties and responsibilities as the service provider to the Company. Further, in the event the Agreement is terminated, the Agency shall be entitled to fees, and only such expenses as are actually incurred till the date of such termination. However, the Agency shall continue to be responsible for its obligations under this Agreement till the termination of this Agreement.
- 7.4. Clauses 9 (Indemnity) and 10 (Settlement of Disputes) shall survive the termination of this Agreement.

## **8. CONFIDENTIALITY**

- 8.1. The Agency will treat all information in relation to the Issue or otherwise shared by the Company and the Lead Manager and the legal counsel appointed in relation to the Issue, 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 Agency in any form whatsoever, including physical or electronic form shall not be duplicated by the Agency, other than for the purposes of this Agreement.
- 8.2. Notwithstanding the foregoing, the Parties shall maintain utmost confidentiality of any business, technical or financial or other information that is that is conveyed or provided in relation to this Agreement by the Company or the Lead Manager, whether in writing or orally, (hereinafter the “**Confidential Information**”). Confidential Information shall also include information regarding the execution and existence of this Agreement and the terms hereof. All such information shall be approved in writing by the Lead Manager prior to its release to the media.
- 8.3. The Agency shall not be liable for disclosure or use of any Confidential Information if the same is:
  - (a) in the public domain;
  - (b) rightfully received from a third party without any obligation of confidentiality;
  - (c) rightfully known to it without any limitation on use or disclosure prior to its receipt from the Company;
  - (d) independently developed by the Agency;
  - (e) generally made available to third parties without any restriction on disclosure; or
  - (f) communicated in response to a valid order by a court or required by any governmental body or regulatory / legal authority.
- 8.4. Upon the request of the Company, the Agency shall return all Confidential Information received in written or tangible form (including electronic form on disposable media), including copies, or reproductions or other media containing such Confidential Information, within 30 days of such receipt of such request.

- 8.5. The Agency shall not use the name, trademark, logo of the Company, its Subsidiary or Joint Venture or the Lead Manager in any sales or marketing publication or advertisement, or in any other manner without prior consent of the Company and/or the Lead Manager. In case of any misuse of the name, trademark, logo of the Company, Subsidiary or Joint Venture or the Lead Manager, the Company and the Lead Manager may take any action as may be deemed fit against the Agency in accordance with Applicable Laws.
- 8.6. The Agency 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. In furtherance thereof, the Agency hereby irrevocably grants, assigns, transfers to the Company all rights, title and interest of any kind, in and to any such product produced hereunder. The Agency shall not be entitled to make any use of any of the said materials except as may be expressly permitted by the Company.
- 8.7. This clause will survive for six months after the expiry or early termination of this Agreement.

## **9. INDEMNITY**

- 9.1. In case of breach or alleged breach of any provision of law, regulations or order of any court or regulatory or statutory authority or of any of the terms and conditions mentioned in the Agreement or breach of any intellectual property of a third party, the Agency shall, at its own cost and expense, indemnify, defend and hold the Company and its Affiliates, directors, management, employees free and harmless from and against any and all losses, liabilities, claims, damages, actions, costs and expenses, including attorney's fees and court costs arising out of such breach.
- 9.2. The indemnity shall be effective from the date of execution of the Agreement and shall survive the expiry/termination of the Agreement. The provisions of this Clause 9.2 shall be in addition to any other rights that the Company may have under Applicable Law.
- 9.3. The maximum aggregate liability of the Agency, together with its sister concerns, affiliates, directors, employees, associates or contractor under Clause 9.1 shall in no event exceed the aggregate amount of professional fees paid and payable by the Company to the Agency under this Agreement.
- 9.4. The Agency undertakes to execute and deliver a letter of indemnity in favour of the Lead Manager in the form annexed at **Annexure B** to this Agreement, on the day of the execution of this Agreement.
- 9.5. The Agency acknowledges and agrees that entering into this Agreement for performing its services to the Company is sufficient consideration for the issuance of the letter of indemnity.
- 9.6. This Clause 9 shall survive the expiry / termination of this Agreement.

## **10. SETTLEMENT OF DISPUTES**

- 10.1. The provisions of this Agreement shall be governed by and construed in accordance with Indian law. In the event of any disputes or differences between the Parties hereto, whether

before or after the termination of this Agreement, the Parties agree to negotiate in good faith to resolve any dispute, difference or claim among the Parties arising out of or in connection with this Agreement, including the construction, interpretation, implementation, validity, execution, performance, termination or alleged breach hereof of anything done or omitted to be done pursuant to this Agreement.

- 10.2. Any Party may issue a notice, ("**Notice**"), to the other Parties in respect of any such dispute, difference or claim. Only if the Parties fail to resolve the dispute within seven days by amicable arrangement and compromise, such dispute may be resolved by the arbitration proceedings referred to in this Clause 10.
- 10.3. Save as provided in Clause 10.4 below, any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, implementation or termination, or the legal relationships established by this Agreement ("**Dispute**"), shall be referred to and finally resolved by arbitration.
- 10.4. The award shall be final and binding on the parties. A person who is not a party to this Agreement shall have no right to enforce any of its terms. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties, unless the award otherwise provides. The arbitration tribunal shall use its best efforts to produce a final and binding award or awards within six months of the appointment of the Chairman. The Parties shall use their commercial reasonable efforts to assist the tribunal to achieve this objective, and the Parties agree that this six month period shall only be extended in exceptional circumstances, which are to be determined by the tribunal in its absolute discretion.
- 10.5. The award given by the arbitration tribunal shall be final, conclusive and binding upon the Parties and the successful Party may seek to enforce the same through a court of competent jurisdiction.
- 10.6. The arbitration tribunal shall issue a written statement of their award detailing the facts and reasons upon which his decision was based.
- 10.7. The arbitration tribunal may grant an award to a Party that substantially prevails on the merits, its costs and actual expenses (including actual fees of its counsel).
- 10.8. Any reference of any dispute, difference or claim to arbitration under this Agreement shall not affect the performance by the Parties of their respective obligations under this Agreement other than the obligations relating to the dispute, difference or claim referred to arbitration. The pendency of a dispute in any arbitration proceeding shall not affect the performance of the obligations under this Agreement.
- 10.9. Notwithstanding the power of the arbitrators to grant interim relief, the Parties shall have the power to seek appropriate interim relief from the courts of Mumbai.
- 10.10. The Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement.
- 10.11. Subject to this Clause 10, the courts in Mumbai shall have exclusive jurisdiction in respect of all disputes arising out of and / or in connection with this Agreement.

## **11. REPRESENTATIONS**

- 11.1. Each Party hereby represents, warrants, undertakes and covenants to the other that:
- (a) this Agreement constitutes a valid, legal and binding obligation on its part and is enforceable against it in accordance with the terms hereof; and
  - (b) the execution, delivery and performance of this Agreement and any other document related hereto by it has been duly authorized and do not and will not contravene any provisions of, or constitute a default under (a) any law, regulation, judgment, decree or order of any governmental authority, (b) its organizational documents, or (c) any other agreement or instrument or undertaking to which the it is a party or which is binding on it or any of its assets.
- 11.2. The Agency undertakes to the Company that it shall act with due diligence, care and skill while discharging its services under the Agreement. The Agency further represents, warrants and undertakes to the Company to: (a) cooperate and comply with any instructions the Company may provide in respect of the Issue, (b) ensure compliance with applicable laws, and (c) comply with the terms and conditions of the Agreement.
- 11.3. The Agency hereby represents to the Company that it is not prohibited from acting as a public relations consultant or an advertising agency under Applicable Law.
- 11.4. The Company hereby represents to the Agency that the Company or the Promoters have no private treaties / shareholders 'agreements with any media group.

## **12. MISCELLANEOUS**

- 12.1. The Company and the Agency represent that they have taken all necessary corporate action to authorise the execution and consummation of this Agreement and have the requisite and proper authorisation to execute this Agreement. They undertake to furnish satisfactory evidence of the same upon request.
- 12.2. In the performance of this Agreement, both Parties are acting on principal to principal basis, independent of each other. None of the employee, 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.
- 12.3. 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.
- 12.4. 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.
- 12.5. This Agreement may be executed in counterparts and two copies should be treated as original for all purposes.

- 12.6. No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all the parties to this Agreement.
- 12.7. Neither Party shall assign to any third party any of its rights and obligations contained herein, without the prior written consent of the other Party.
- 12.8. 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, strike, lockouts and acts of god etc.
- 12.9. Any notice, demand, communication or other request (individually, a “**Notice**”) to be given or made under this Agreement shall be in writing in the English language. Such Notice shall be delivered by hand, airmail (postage prepaid), recognized overnight courier service, email or facsimile to the Party to which it is addressed at such Party’s address specified below or at such other address as such Party shall from time to time have designated by 15 days ’written Notice, and shall be deemed to have been duly given or made when delivered as aforesaid.

In the case of a Notice to the Company at:

**EIH Limited**

7 Sham Nath Marg  
New Delhi 110 054  
**Tel:** +91 11 2308 0505  
**E-mail:** sn.sridhar@oberoigroup.com  
**Contact Person:** SN Sridhar

In the case of a Notice to the Agency at:

**Pressman Advertising Ltd**

126 Jolly Maker Chambers II  
Nariman Point  
Mumbai 400021  
**Tel:** +91 9664402271  
**E-mail:** mumbai@pressmanindia.com  
**Contact Person:** Alkesh Bhatt

In the case of a notice to the Lead Manager at:

**Ambit Capital Private Limited**

Ambit House  
449 Senapati Bapat Marg  
Lower Parel  
Mumbai 400 013  
**Attention:** Vikas Khattar  
**Tel.:** +91 22 6623 3000  
**E-mail:** vikas.khattar@ambit.co



12.10. This Agreement supersedes and replaces any and all prior contracts, understandings or arrangements, whether oral or written, heretofore made among any of the Parties hereto, in relation to the Issue.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

*This signature page forms an integral part of the Service Provider Agreement executed by and between EIH Limited and Pressman Advertising Limited*

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement on the date mentioned above.

For and on behalf of **EIH Limited**



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Authorised Signatory

Name: Kallol Kundu  
Designation: Chief Financial Officer

Date: September 18, 2020  
Place: New Delhi

*This signature page forms an integral part of the Service Provider Agreement executed by and between **Elh Limited** and **Pressman Advertising Limited**.*

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the Parties or their duly authorised signatories on the date mentioned above:

**SIGNED**

**ON BEHALF OF PRESSMAN ADVERTISING LIMITED**



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**Name:**

**Designation:**

**Date:**

**Place:**

**Annexure A**

**[ON THE LETTERHEAD OF THE AGENCY]**

Date: \_\_\_\_\_

To

**Ambit Capital Private Limited**

Ambit House  
449 Senapati Bapat Marg  
Lower Parel  
Mumbai 400 013

(the “**Lead Manager**”)

Dear Sir / Ma’am

**Re: Information with respect to news reports post filing of the letter of offer (the “Letter of Offer”) for the rights issue of equity shares of face value of ₹ 2 each (the “Rights Equity Shares”) to the existing shareholders of EIH Limited (“Company”) in accordance with the provisions of the Companies Act, 2013 and the rules made thereunder, as amended and the provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“SEBI ICDR Regulations”) and other applicable statutory and / or regulatory requirements (the “Issue”)**

Pursuant to the Service Provider Agreement dated 18 September 2020 (the “**Agreement**”), please see below the information with respect to the news reports relating to the Company and / or the Issue for the period of \_\_\_\_\_ to \_\_\_\_\_.

We confirm that since the date of filing the Letter of Offer with the Securities and Exchange Board of India till closure of the Issue, that the following is true and correct in respect of news reports appearing in any of the following media and there has been no news report appearing in (a) newspapers in which the pre-Issue advertisement in terms of the SEBI ICDR Regulations was made 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, as informed by the Company to Agency, other than as mentioned below:

S. No.	Newspaper, edition, date	Subject Matter		Whether contents of the news report are supported by disclosures in the Letter of Offer or Advertisements made pursuant to the SEBI ICDR Regulations or information available on the website of the Stock Exchanges		If yes, page numbers in the Letter of Offer where the disclosures are made	If no, action taken by the Lead Manager
		Title	Content	Yes	No		
1.							
2.							
3.							

We confirm that this information may be relied on by the Lead Manager to the Issue, for making requisite filings with the Securities and Exchange Board of India.

In case the information is untrue, incomplete or incorrect in any respect, the Agency shall, at its own cost and expense, indemnify, defend and hold the Company and Lead Manager, and their respective Affiliates and directors, officers, management, representatives or employees of the Lead Manager, free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses arising out of any such default on the part of the Agency. This indemnity will survive the expiry / termination of the Agreement. This information and indemnity shall be governed by and construed in accordance with the Agreement and Applicable Law.

We confirm that we will immediately inform the Company and the Lead Manager of any changes to the information until the date on which the Rights Equity Shares commence trading on the Stock Exchanges. In the absence of any such communication, the information stated should be taken as updated information.

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

All terms and conditions mentioned in the Agreement will apply to this Letter, *mutatis mutandis*.

Yours faithfully,

**For and on behalf of Pressman Advertising Limited**

**Authorised Signatory**

**Name:**

**Designation:**