



தமிழ்நாடு தமில்நாடு TAMILNADU

Chemplast Sanmar Ltd.

V.KALYANE  
Licenced Stamp Vendor  
Licence No.3822/17/11/93  
17,Sripuram Second Street  
Royapettah, Chennai- 600014

AD 628108

**THIS NON-JUDICIAL STAMP PAPER FORMS**

**AN INTEGRAL PART OF THE**

**SERVICE PROVIDER AGREEMENT DATED 30<sup>TH</sup> APRIL 2021**

**BETWEEN**

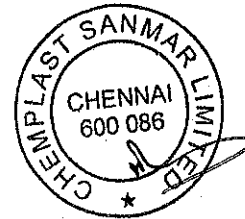
**CHEMPLAST SANMAR LIMITED**

**AND**

**ADFACTORS ADVERTISING LLP**

**AND**

**ADFACTORS PR PRIVATE LIMITED**



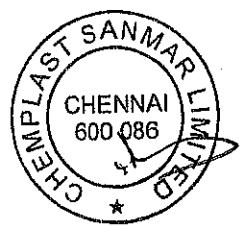


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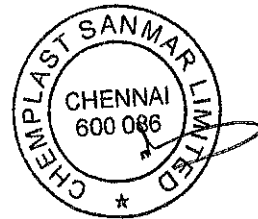


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BETWEEN  
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AND  
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**SERVICE PROVIDER AGREEMENT**

DATED APRIL 30, 2021



**BETWEEN**

**CHEMPLAST SANMAR LIMITED**

**AND**

**ADFACTORS ADVERTISING LLP**

**AND**

**ADFACTORS PR PRIVATE LIMITED**

## SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (hereinafter referred to as the “**Agreement**” which term will include the recitals, annexure and schedules to this Agreement) made at Chennai on April 30, 2021 and shall come into effect on even date (hereinafter referred to as the “**Effective Date**”) and entered by and among:

**CHEMPLAST SANMAR LIMITED**, a public limited company incorporated under the Companies Act, 1956, as amended and having its registered office at 9, Cathedral Road, Chennai, 600086, Tamil Nadu, 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

**ADFACTORS ADVERTISING LLP**, a limited liability partnership firm registered under the Limited Liability Partnership Act 2008 (formerly Adfactors Advertising registered under Indian Partnership Act, 1932) and having its office at City Hall, Oasis Complex, Kamala Mills Compound, Lower Parel (West), Mumbai 400 013 (hereinafter referred to as “**Adfactors Advertising**” or the “**Agency**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its partners or partner for the time being and the survivors or survivors of them and the heirs, successors, executors and administrators of such survivors or survivor), of the **SECOND PART**;

AND

**ADFACTORS PR PRIVATE LIMITED**, a limited company, incorporated under the provisions of the Companies Act, 1956 and having its office at City Hall, Oasis Complex, Kamala Mills Compound, Pandurang Budhkar Marg, Lower Parel (W), Mumbai 400 013 (hereinafter referred to as the “**Adfactors PR**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **THIRD PART**.

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

**WHEREAS:**

1. The Company along with the Promoter Selling Shareholder and the Promoter Group Selling Shareholder (*as defined in the Offer Documents*) (together referred to as the “**Selling Shareholders**”) propose to undertake an initial public offering of equity shares of face value of ₹ 5 each of the Company (“**Equity Shares**”), comprising a fresh issue of Equity Shares and an offer for sale of Equity Shares held by the Selling Shareholders (such offering, the “**Offer**”). The Offer shall be undertaken through the book building method (“**Book Building**”), as prescribed in the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (“**SEBI ICDR Regulations**”), at such price as may be discovered or determined based on Book Building and as agreed to by the Company and the Selling Shareholders in consultation with the book running lead managers to the Offer namely, IndusInd Bank Limited and YES Securities (India) Limited (collectively, the “**BRLMs**”) and ICICI Securities Limited, Ambit Private Limited, Axis Capital Limited, BOB Capital Markets Limited, Credit Suisse Securities (India) Private Limited, HDFC Bank Limited and IIFL Securities Limited (collectively, the “**GCBRLMs**”) in accordance with the Companies Act, 2013, as amended, the SEBI ICDR Regulations and other applicable laws. The Offer will be made within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR

Regulations. The Equity Shares are being offered and sold (a) in the United States only to persons reasonably believed to be “qualified institutional buyers” (as defined in Rule 144A under the U.S. Securities Act) in transactions exempt from the registration requirements of the U.S. Securities Act and (b) outside of the United States in offshore transactions as defined in and in compliance with Regulation S and the applicable laws of the jurisdiction where those offers and sales are made. The Offer may also include allocation of Equity Shares to certain Anchor Investors, on a discretionary basis, by the Company and the Selling Shareholders in consultation with the GCBRLMs and BRLMs, in accordance with the SEBI ICDR Regulations.

2. The Company and the Selling Shareholders have appointed the GCBRLMs and BRLMs to manage the Offer on such terms and conditions as agreed with them.
3. 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 (“**SEBI**”), BSE Limited (the “**BSE**”) and National Stock Exchange of India Limited (“**NSE**”, and together with the BSE, the “**Stock Exchanges**”) and will subsequently file the red herring prospectus (“**Red Herring Prospectus**”) and the prospectus (“**Prospectus**”) with the Registrar of Companies, Tamil Nadu located at Chennai (the “**Registrar of Companies**”), and file a copy thereof with SEBI and the Stock Exchanges, in relation to the Offer;
4. The Company desires to appoint the Service Provider to provide advertising and media services in relation to the Offer, and the Service Provider has consented to lend its professional services to the Company for advertising and media relations in respect of the Offer on the terms set out in this Agreement;
5. The Parties acknowledge that the services proposed to be rendered by the Service Provider among other things, are required to be in compliance with the relevant provisions of the SEBI ICDR Regulations, Companies Act and other applicable laws; and
6. Accordingly, the Parties have agreed to, *inter alia*, record the terms and conditions mutually agreed upon between them as appearing hereinafter in relation to 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 INTERPRETATIONS**

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

“**Advertisement**” includes notices, brochures, circulars, corrigenda, pamphlets, show cards, catalogues, hoardings, placards, posters and insertions in newspapers, cover pages of Offer Documents, pictures and films in any print media or electronic media, including but not limited to radio, television programme, internet and web and includes any Offer Advertisements.

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

“**Affiliates**” with respect to any Party mean (a) any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such Party, (b) any person which is a holding company or subsidiary or joint venture of such Party, and/or (c) any person in which such Party has a “significant influence” or which has “significant influence” over such Party,

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 higher 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 Section 2(46) and 2(87) of the Companies Act, 2013, respectively; and (ii) the term “control” shall have the meaning set forth in the SEBI ICDR Regulations, read with 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; and (iii) the Promoter, the members of the Promoter Group and the Group Companies as identified in the Offer Documents will be identified 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.

“**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, pursuant to the Offer.

“**Book Running Lead Managers**” or “**BRLMs**” shall have the meaning ascribed to such term in the Recitals.

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

“**Companies Act**” shall mean the Companies Act, 2013, read with the rules, regulations, clarifications and modifications made thereunder.

“**Company Representatives**” shall collectively mean the Promoter, Directors, Key Managerial Personnel, officers of the Company and its Subsidiary and all other persons and/or entities acting on behalf of the Company.

“**Confidential Information**” shall have the meaning ascribed to such term in the Clause VIII (1).

“**Effective Date**” shall have the meaning ascribed to such term in the preamble.

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

“**Global Co-ordinator and Book Running Lead Managers**” or “**GCBRLMs**” 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.

“**Legal Counsels**” shall mean the legal counsels of the Company and GCBRLMs and the BRLMs, appointed in relation to the Offer;

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

“**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, 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 by the Company in consultation with the GCBRLMs and the BRLMs and advertisement for the Basis of Allotment and Offer Price including any amendments, supplements, notices, corrigenda/addenda thereto.

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

“**Party**” or “**Parties**” shall have the meaning ascribed to such terms in the preamble to this Agreement.

“**Promoter**” shall mean Sanmar Holdings Limited.

“**Publicity Material**” includes corporate Advertisements, product Advertisements, Offer Advertisements of the Company and other Advertisements of the Company, its Subsidiary or Associates, interviews by the Promoter, representatives of the Promoter, Directors, duly authorized employees or other Company Representatives, documentaries about the Company, its Subsidiary, Affiliates/associates, or its Promoter, 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 which are in compliance with the requirements of the SEBI ICDR Regulations, Companies Act and other applicable laws.

“**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 laws, prepared by the Legal Counsels appointed for the Offer and provided to the Company in connection with the Offer, as set out in **Annexure D** of this Agreement.

“**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 and annexures of 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) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Agreement;



- (d) every reference to a particular statutory provision, legislation or other law shall be construed also as a reference to all other law made under the law referred to and to all such law as amended, re-enacted, consolidated or replaced or as their application or interpretation is affected by other law 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;
- (e) words of any gender are deemed to include those of the other gender;
- (f) words using the singular or plural number also include the plural or singular number, respectively;
- (g) 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;
- (h) the contents table, heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (i) 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;
- (j) references to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assignees;
- (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.

## **I. OBJECTIVES**

The Service Provider, through a public relations (“PR”) programme, shall endeavor to achieve the following objectives:

1. To create a distinct corporate identity for the Company based on its desired positioning, vision, size, achievements, competencies, performance and growth potential amongst investors, intermediaries and opinion influencers in accordance with the SEBI ICDR Regulations, other applicable laws and the Publicity Memorandum;
2. To create awareness and interest amongst investors about the Offer in accordance with 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 managing media relations with respect to the Offer, including the dissemination of Advertisements and Publicity Material, and tracking media reports in relation to the Offer, as applicable, during the Applicable Period including, monitoring and reporting of Advertisements and 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 the overall advertisement plan for the Offer in line with media plan 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, the GCBRLMs and the BRLMs, in accordance with the SEBI ICDR Regulations, Companies Act and other applicable laws;
5. To assist the Company in creating collaterals needed for effective and efficient communication with key stakeholders;
6. To coordinate with the Company, the GCBRLMs, the BRLMs and each of their Legal Counsels for prior approval of all communications issued during the Applicable Period in compliance with the SEBI ICDR Regulations. The release of the Advertisements shall be as per the plan approved by the Company; and
7. To assist the Company in managing crisis situations, if any, during the course of the Offer.

## **II. SCOPE OF SERVICES OF THE SERVICE PROVIDER**

### **Public relations**

1. The Service Provider shall be responsible for carrying out public relation activities and advertising services related to the Offer and any other matter relating to the Company may, subject to the discretion of the Company, 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 audit results would be used for developing communications strategies and plans.
3. The Service Provider shall prepare and develop editorial material, including backgrounders/backdrops, press releases and Offer analysis, Advertisements and Offer Advertisements consistent with the Offer Documents, the SEBI ICDR Regulations, Companies Act, other applicable laws and the Publicity Memorandum governing such communications in consultation with the Company, the GCBRLMs and the BRLMs.
4. The Service Provider shall advise on all aspects of corporate and Offer related communications and shall be responsible for managing and executing the same in accordance with the guidelines and restrictions for publicity and Publicity Materials as provided in the SEBI ICDR Regulations, Companies Act and the Publicity Memorandum within the agreed upon timelines, and shall provide for review to the Legal Counsels, all aspects of corporate and Offer related communication including weekly monitoring of the content during the Applicable period.
5. The Service Provider shall report any supplementary information that may be added to any Offer Document at a later stage. The Service Provider shall be responsible for preparing and issuing any 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 and approved by the Company in consultation with the GCBRLMs, the BRLMs and the Legal Counsels.
6. The Service Provider shall manage 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. The Service Provider shall be responsible for the management of all road-shows for media, brokers and analysts as per plans developed in consultation with the GCBRLMs, the BRLMs and the Company.
  8. The Service Provider shall arrange one-on-one management briefings for analysts from key media so that the Company's perspective is well understood and endorsed by the media.
  9. The Service Provider shall be responsible for the management and timely placement and dissemination of all Publicity Material and Company related statutory and formal announcements in relation to the Offer, in consultation with the Company, the GCBRLMs and the BRLMs, including announcement of the filing of the DRHP, announcement of the filing of the Red Herring Prospectus with 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 qualified institutional buyers ("**QIB Bidders**") and all bidders other than QIB Bidders), public notices/addenda/corrigenda if any, announcement of price band, announcement of Offer price and basis of allotment advertisement among others.
  10. The Service Provider shall be responsible for the management of 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 shall assist the Company in managing crisis situations related to the Offer, if any.
  12. The Service Provider agrees that for the compliance with the SEBI ICDR Regulations, other applicable laws in relation to the Offer and the Publicity Memorandum, and in consultation with the GCBRLMs and the BRLMs it shall provide reports along with copies to the Company, the GCBRLMs and the BRLMs and their respective Legal Counsels, (i) on a weekly basis 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 Tamil daily newspaper (Tamil being the regional language of Tamil Nadu, where the registered office of the Company is situated) each with wide circulation, in which the Company shall make a public announcement as per sub-Regulation 2 of Regulation 26 of 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 GCBRLMs and the BRLMs 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 including print and electronic media controlled by a media group where the media group has a private treaty or shareholders' agreement(s) with the Company or the Promoter at a later stage (as applicable) and to the GCBRLMs, the BRLMs, the Company and their respective Legal Counsels on a daily basis on all days during the Applicable Period, commencing from filing the DRHP until the date of closure of the Offer. For the period, from the date of filing of the DRHP until the date of listing of the Equity Shares on the Stock Exchanges, the Service Provider will be required to provide the report in the format set out in **Annexure B**, and such report shall be provided through e-mails along with the scanned attachment of the news reports, Advertisements, etc. as detailed above to the GCBRLMs and the BRLMs.

13. The Service Provider shall bring to the notice of the Company, the GCBRLMs, the BRLMs and their respective Legal Counsels, any misreporting, adverse or negative reporting in any media, relating to the Company or 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, the GCBRLMs and the BRLMs in taking appropriate steps in relation to any misreporting or Adverse Reporting (as may be informed by the Company or the GCBRLMs and the BRLMs to the Service Provider).
14. The Service Provider shall prepare and provide the media publicity calendar to the Company.
15. The Service Provider shall track media coverage related to the Company on a day-to-day basis on all working days from the date of filing the DRHP and providing copies of such media coverage to the Company, the GCBRLMs and the BRLMs, until the listing of the Equity Shares on the Stock Exchanges. For media coverage related to the Company being published and/or disseminated on days other than the working days, the Service Provider shall track and provide information about the same on the next working day to the GCBRLMs and the BRLMs to facilitate their filing of releases, Offer Advertisements and/or Publicity Material with SEBI in this regard and the compliance report in the format specified in Part E of Schedule X of the SEBI ICDR Regulations.
16. 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).
17. Co-ordination with the Company, GCBRLMs, BRLMs and their Legal Counsels for 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 Advertisements issued by the Company and/or any Company Representative, during the term of this Agreement, obtain written consent from GCBRLMs, the BRLMs and the Legal Counsels.
19. Providing event management and media support for the listing ceremony.
20. Facilitate site visits of key journalists and guests on behalf of Company.
21. Conduct media workshop for assisting the management for media interactions by the Company, in accordance with applicable laws.
22. Initiate relationship meetings with relevant media journalists and facilitate interactions.
23. Providing media tracking details on a weekly basis by way of e-mails or otherwise, in the format of **Annexure B** attached hereto to the GCBRLMs, the BRLMs and the Legal Counsels (with a copy to the Company). The Service Provider would submit to the Company, the GCBRLMs and the BRLMs, 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 by the Company, the GCBRLMs and the BRLMs at any time during the term of this Agreement.
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 Company/ Legal Counsels/ GCBRLMs / BRLMs.

25. Any other communication and activity as advised by the Company, the GCBRLMs and the BRLMs in accordance with the terms of this Agreement.

#### **Investor relations/ Broker relations**

1. Responsible for carrying out investor/broker relation activities related to the Offer;
2. Identification of relevant brokers/analyst for purpose of the Offer. Monitor their research reports relevant to the Company;
3. Facilitate site visits of key brokers/analysts on behalf of the Company;
4. Conduct workshop for assisting the management for broker/analysts interactions by the Company;
5. Provide event management and logistics support for domestic roadshows at multiple locations meant for broker and analyst on turnkey basis;
6. Clarify any doubts of brokers/analysts related to domestic roadshow(s); and
7. Follow on public offering research note including an overall check on factual data accuracy and circulate positive research notes to media.

#### **Advertising**

1. The Service Provider shall develop, place and distribute all Publicity Material as prescribed under applicable laws and obtain approvals from the Company, the GCBRLMs and BRLMs of such Advertisements (before releasing such Advertisements). The Service Provider shall be responsible for timely publication, preparation, development and placing in consultation with the GCBRLMs, the BRLMs 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 and submit them to the Company, the GCBRLMs, the BRLMs and the Legal Counsel for their approval and undertake to release the Offer Advertisements and/or Publicity Material, as applicable, only after approval of the Company, the GCBRLMs, the BRLMs and their respective Legal Counsels, have been received for the Offer Advertisement, Publicity Material, the media plan and the release schedule. The Service Provider hereby acknowledges that they are aware and well versed with the requirements specified under Regulation 42, in Chapter II read with Schedule IX of the SEBI ICDR Regulations, Section 30 of the Companies Act and other applicable provisions of law as stated in the Publicity Memorandum.
2. The Service Provider shall develop all advertisements to promote the Offer using tombstone formats accepted for such advertising. The Offer advertising campaign will comprise print, television, outdoor, radio and any other medium as advised by the Company, the GCBRLMs and the BRLMs.
3. The Service Provider shall develop media plans that meet the campaign objectives in terms of reach and 'Opportunity to See'.

4. The Service Provider will assist the Company in building and managing media relations and public relations in relation to the Offer, including the dissemination of Publicity Material, during the Applicable Period.
5. 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 GCBRLMs, the BRLMs and the Legal Counsels and the release is authorized by the Company, the GCBRLMs and the BRLMs.
6. 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 and submit them to the Company, the GCBRLMs, the BRLMs and the Legal Counsels for their approval, and undertake to release the Offer Advertisements and/or Publicity Material, as applicable, only after approval of the Company, the GCBRLMs, the BRLMs and their respective Legal Counsels, has been received for the Offer Advertisement, Publicity Material, the media plan and the release schedule.
7. The Service Provider will release the approved Offer Advertisements and Publicity Material as per the media plan and release schedule approved by the Company, the GCBRLMs and the BRLMs, in accordance with the SEBI ICDR Regulations, the Companies Act, other applicable law and the Publicity Memorandum.
8. The Service Provider undertakes and represents to the Company, the GCBRLMs and the BRLMs that they shall 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**), other applicable laws and the Publicity Memorandum relating to Advertisements, Offer Advertisements and Publicity Material prepared or issued by the Service Provider.
9. The Service Provider represents that the GCBRLMs and the BRLMs 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.
10. The Service Provider represents that the amendments or corrections proposed by the GCBRLMs, the BRLMs and the Legal Counsel will be incorporated in letter and spirit.
11. The Service Provider will assist the Company in management of all domestic road-shows, if any for media, brokers and analysts as per plans developed in consultation with the GCBRLMs, the BRLMs and the Company, and will be responsible for organizing one-on-one management briefings for the Offer analysts from key media so that the Company's perspective is understood by the media.
12. The Service Provider will assist the Company in connection with the management of all formal announcements and Offer Advertisements in consultation with the Company, the GCBRLMs and the BRLMs, including Advertisements on filing of the DRHP, announcement of the filing of the RHP with the Registrar of Companies, 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 Offer price and basis of allotment advertisement.
13. The Service Provider shall comply with the requirements of the SEBI ICDR Regulations and applicable laws and not to 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.

14. 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 subject to such documents being approved by the Company, the GCBRLMs, the BRLMs and the Legal Counsels
15. The Service Provider shall assist the Company in writing and developing all editorial material including press releases, Offer analysis, etc., in accordance with the provisions of the SEBI ICDR Regulations, other applicable laws governing such Publicity Material and the Publicity Memorandum.
16. The Service Provider expressly agrees that it will create and maintain a backup of media/press releases of the Company from the date of signing this Agreement.
17. The Service Provider in consultation with the Company, will negotiate with the media for best possible rates 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.
18. 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 will honor the Service Provider's commitments arising out of any such contracts or agreements entered into by the Service Provider on the Company's behalf. Cancellations or revisions requested for by the Company in writing will be subject to the terms and conditions mentioned in this Agreement.
19. The Advertisements will be released by the Service Provider based on media plans and cost estimates approved by the Company.
20. The Service Provider will undertake any other activity as advised by the Company, the GCBRLMs and the BRLMs under the above scope of services.
21. The Service Provider shall prepare an execution schedule and seek the approval of the Company, GCBRLMs and the BRLMs.

### III. SERVICING TEAM

A team from the relevant groups from the Service Provider will service 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 in advance by the Company, the GCBRLMs and the BRLMs for developing and finalising any Advertisements or Publicity Material and for timely performance of the obligations under this Agreement.

### IV. COMMERCIAL TERMS

1. For the scope of services mentioned under this Agreement and the engagement letter, the Service Provider will be paid fees ("Service Fees"), which will be inclusive of the applicable GST, as agreed in the engagement letter dated April 30, 2021 executed between the Company and the Service Provider ("Engagement Letter"). It is hereby agreed that the Services Fees is capped as per the Engagement Letter and shall not exceed during the term of this Agreement.

2. All corporate, Offer and statutory Advertisements in connection with the Offer will be developed and released by the Service Provider at no additional cost to the Company for creatives.
3. 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.
4. 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 will be reimbursed by the Company on actuals.
5. The third-party costs for the advertising programme would include photography, illustrations, models, props, production of television films and radio spots, etc. will be reimbursed by the Company on actuals.
6. Goods and Services Tax ("GST") and other taxes would be charged as applicable for items other than the Service Fees.
7. All third party costs pre-approved by the Company shall be borne directly by the Company. In case the Service Provider is required to incur any expense on behalf of the Company, the vendor will raise invoice in the Service Provider's name and service provider will in turn bill it to the Company. The Service provider will invoice the Company actual amount of vendor invoices, inclusive of taxes charged by the vendor and net of input credit if any, available to the Service Provider on the vendor invoices plus applicable GST. Advance shall be paid to the Service Provider for any major expenses required to be paid to vendors through the Service Provider, on a case to case basis on the discretion of the Company.
8. Wherever the Service Provider is required to make advance payments on behalf of the Company, the same shall be pre-approved by the Company in writing 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 and the cost of hiring outdoor media like billboards.
9. The Service Provider will submit bills/ invoices (and, where applicable, voucher copies) of the media and other vendors to support its own bills and debit notes.
10. The payment terms shall be as provided under:
  - a. Advertising:
    - (i) Print, television and radio advertising bills will be settled within 30 (thirty) days of the release of the advertisement.
    - (ii) Outdoor advertising payments will be made in advance based on plans and cost estimates approved by the Company.
  - b. Third Party Expenses:
 

All third party expenses related to road-shows etc. will be paid within a period of 15 days, based on cost estimates approved by the Company in writing. Alternatively, they can be settled directly by the Company.

## V. REPRESENTATIONS



1. The Service Provider hereby represents to the Company that it has the requisite power and authority to enter into this Agreement and is not prohibited from acting as a public relations consultant or advertising agency as laid down in this Agreement by any judicial, statutory, regulatory or administrative body. 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 this Agreement has been duly authorized, executed and delivered on their behalf and constitutes the legal, valid and binding obligation of the parties to the Agreement enforceable in accordance with its terms.
3. The Service Provider undertakes and represents to the Company that it shall comply with all requirements under the SEBI ICDR Regulations and the Companies Act and any other provision of applicable law in relation to Advertisements and Publicity Materials prepared by the Service Provider.

#### **VI. TERM OF AGREEMENT**

The Agreement will be effective for a period beginning from the Effective Date until listing and trading of the Equity Shares of the Company on the Stock Exchanges pursuant to the Offer and subject to the completion of all services required to be performed by the Service Provider in relation to the Offer (including but not limited to providing the report to the GCBRLMs and the BRLMs in format prescribed in **Annexure B** to enable submission of report by the GCBRLMs and the BRLMs to SEBI). It is assumed that the entire exercise would be completed within the period as agreed in the Engagement Letter. If the Offer gets delayed for any reason beyond the period agreed under the Engagement Letter, the Service Provider will be paid an additional amount that shall be mutually agreed in writing between itself and the Company for the extended period. 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, the GCBRLMs and the BRLMs in writing.

#### **VII. 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 the Agreement, all the unfinished jobs / assignments which have reached a material stage shall be completed by the Service Provider as may be mutually decided. Payments for such jobs / assignments shall be made by the Company. 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. 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 prior written approval of the Company. Upon any such termination of the Agreement, the Service Provider shall provide all publishing materials to the Company in physical and/or soft form, as applicable, and render all assistance, as may be required, to ensure due and proper handover of all relevant documents to any new agency appointed by the Company.

#### **VIII. CONFIDENTIALITY**

1. The Service Provider will treat all information shared by the Company, the GCBRLMs and the BRLMs in relation to the services provided hereunder, whether in writing or orally, during the tenure of this Agreement (the "**Confidential Information**") 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 other than through the act or default of 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, the GCBRLMs or the BRLMs;
  - (iv) generally made available to third parties without any restriction on disclosure,
  - (v) 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; or
  - (vi) communicated with the consent of the Company, the GCBRLMs and the BRLMs.
3. The 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 authorization of the Company.
4. Confidential Information 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.
5. Neither Party shall use the name, trademark, logo of the other, its group companies, or associates, the GCBRLMs or the BRLMs in any sales or marketing publication or advertisement, or in any other manner without prior consent of the Service Provider, Company and/or the GCBRLMs and the BRLMs as the case may be. In case of any misuse by the Service Provider of the name, trademark, logo of the Company, its group companies, or associates, the GCBRLMs or the BRLMs, the Company, GCBRLMs and the BRLMs 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.
6. The provision of this Clause shall survive for one year from the date of commencement of trading of the Equity Shares on the Stock Exchanges or termination of this Agreement, whichever is earlier.

## **IX. 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 sole 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 and for no other purpose whatsoever.
2. Nothing herein shall constitute an agreement to transfer 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 IX 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, 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. The Service Provider shall ensure that, in preparing the Advertisements or Publicity Materials, no third party intellectual property rights are used other than the material provided by the Company for which the Company takes the responsibility of obtaining rights.

**X. LIMITATION OF BOOK RUNNING LEAD MANAGERS' OBLIGATIONS**

The Parties acknowledge and agree that notwithstanding anything to the contrary in this Agreement, the GCBRLMs and the BRLMs shall have the rights specified under the provisions of Clause I (*Objectives*), Clause II (*Scope of Services*), Clause III (*Servicing Team*), Clause VIII (*Confidentiality*), Clause XI(3) (*Indemnity*) and Clause XII (*Governing Law*) 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.

**XI. INDEMNITY**

1. In case of breach or alleged breach of any provision of law, regulations or order of any court or regulatory statutory, judicial and/or administrative authority or of any of the terms and conditions mentioned in the Agreement, and/or any representation or warranty or any non-observance or non-performance or error or failure to deliver or perform the services contemplated under this Agreement, the Service Provider and/or its representatives, officers, directors or other persons acting on its behalf, shall, at its own cost and expense, indemnify, defend and hold the Company and its Affiliates, directors, management or 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 or alleged breach.
2. The maximum aggregate liability of the Service Provider together with its partners, employees, Affiliates, associates or contractors under this 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 by the Company to the Service Provider under this Agreement except any liability arising out of fraud, gross negligence or willful default (including but not limited to any fraud, gross negligence or wilful default in relation to any non-compliance with advertising and publicity restrictions) on the part of the Service Provider.

3. The Service Provider shall also execute and deliver a letter of indemnity in favour of the GCBRLMs and the BRLMs in the form annexed at **Annexure C** to this Agreement, from the Effective Date. The Service Provider acknowledges and agrees that entering into this Agreement for performing its services to the Company and its duties and responsibilities under this Agreement is sufficient consideration for the letter of indemnity.

## **XII. 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 thereunder.

## **XIII. 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. 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. 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 Chennai, India and the language shall be English. Subject to the provisions of this Clause, the courts of Chennai, India shall have sole and the exclusive jurisdiction in relation to any disputes arising out of this Agreement.

## **XIV. SURVIVAL**

Clauses VIII (*Confidentiality*), IX (*Intellectual Property*), X (*Limitation of Book Running Lead Managers' Obligations*), XI (*Indemnity*), XII (*Governing Law*) and XIII (*Settlement of Disputes*) of this Agreement shall survive the termination or expiration of this Agreement, whichever is earlier.

## **XV. 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 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.
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 days from the occurrence of such a cause notify the other Parties in writing of such event.
7. Each Party hereby covenants that during the term of this Agreement and for a period of two years following its termination or expiration, it shall not, without the previous written consent of the other Party, employ or contract the services of any person who was employed or contracted by the other Party.
8. 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.
9. 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, the GCBRLMs and the BRLMs.
10. 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.
11. The Company agrees to the following, as part of the obligation to this Agreement:
  - (i) to give clear direction and information to the Service Provider on activities, materials, plans and research reports;
  - (ii) to give access to and availability of the top management for direction, spokesman-ship and performance reviews with prior appointment, preferably in writing; and
  - (iii) to give adequate lead-time and advance notice, as is necessary to professionally carry out services provided under this Agreement.
12. 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 acknowledgement due and shall be addressed as follows:

In case of the Agency, to:

**Adfactors Advertising LLP**  
City Hall, Oasis Complex  
Kamala Mills Compound  
Pandurang Budhkar Marg  
Lower Parel (West), Mumbai 400 013  
**Tel:** +91 22 24945155  
**Fax:** +91 22 6757 4488  
**Attention:** Mr. Madan Bahal

In case of Adfactors PR, to:

**Adfactors PR Private Limited**  
City Hall, Oasis Complex  
Kamala Mills Compound  
Pandurang Budhkar Marg  
Lower Parel (West), Mumbai 400 013  
**Tel:** +91 22 24945155  
**Fax:** +91 22 6757 4488  
**Attention:** Mr. Madan Bahal

In case of the Company, to:

**Chemplast Sanmar Limited**  
9, Cathedral Road  
Chennai, 600086  
Tamil Nadu, India  
**Tel:** (+91) 2812 8722 / (+91) 2812 8900  
**Fax:** (+91) 2811 1902  
**Attention:** Mr. M Raman (Company Secretary)

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

Signed and delivered by, for and on behalf of ]  
**Adfactors Advertising LLP** by the hands of ]  
its Authorized Signatory. ]  
]

Name and Signature: ]





V. Subramanian

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

Signed and delivered by, for and on behalf of ]  
**Adfactors PR Private Limited** by the hands ]  
of its Authorized Signatory. ]  
]

Name and Signature: ]

   
V. Subramanian

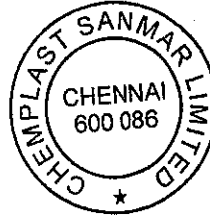


IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year mentioned above.

Signed and delivered by, for and on behalf of ]  
**Chemplast Sanmar Limited** by the hands of ]  
its Authorized Signatory. ]  
]



Name and Signature: M RAMAN ]  
COMPANY SECRETARY. ]



## ANNEXURE A

### **Public communications, publicity materials, advertisements and research reports**

42. All public communication, publicity materials, advertisements and research reports shall comply with the provisions of **Schedule IX**.

#### **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.
- (2) 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.

- (3) 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.

- (4) 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;
- (5) 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.
- (6) 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).
- (7) 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.
- (8) 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.
- (9) 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.
- (10) 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.
- (11) 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.

**ANNEXURE B**

**[On the letterhead of the ad agency]**

**Date: [•]**

**ICICI Securities Limited**

ICICI Centre, H. T. Parekh Marg  
Churchgate  
Mumbai 400 020  
Maharashtra, India

**Ambit Private Limited**

Ambit House, 449 Senapati Bapat Marg  
Lower Parel  
Mumbai – 400 013  
Maharashtra, India

**Axis Capital Limited**

1st Floor, Axis House  
C-2 Wadia International Centre  
P.B. Marg, Worli  
Mumbai – 400 025  
Maharashtra, India

**BOB Capital Markets Limited**

Parinee Crescenzo, 1704, B Wing, 17<sup>th</sup> Floor  
Plot no. C-38/39, G Block BKC  
Bandra East  
Mumbai 400 051  
Maharashtra, India

**Credit Suisse Securities (India) Private Limited**

9th Floor, Ceejay House, Plot F  
Shivsagar Estate  
Dr. Annie Besant Road, Worli  
Mumbai 400 018  
Maharashtra, India

**HDFC Bank Limited**

Investment Banking Group,  
Unit No. 401 & 402, 4<sup>th</sup> Floor  
Tower B, Peninsula Business Park,  
Lower Parel,  
Mumbai - 400 013  
Maharashtra, India

**IIFL Securities Limited**

10<sup>th</sup> Floor, IIFL Centre  
Kamala City, Senapati Bapat Marg  
Lower Parel (West)  
Mumbai 400 013  
Maharashtra, India

(Collectively, the Global Co – ordinators and Book Running Lead Managers or “GCBRLMs”)

**IndusInd Bank Limited**

11<sup>th</sup> Floor, Tower 1, One Indiabulls Centre  
841 Senapati Bapat Marg, Elphinstone Road  
Mumbai – 400 013  
Maharashtra, India

**YES Securities (India) Limited**

Unit 602A, 6<sup>th</sup> Floor, Tower 1 & 2  
ONE International Center  
Senapati Bapat Marg  
Elphinstone (West)  
Mumbai – 400 013  
Maharashtra, India

(Collectively, the Book Running Lead Managers or “BRLMs”)

Ladies and Gentlemen:

**Information with respect to the news reports for the proposed initial public offering of equity shares of ₹ 5 each (the “Equity Shares”) of Chemplast Sanmar Limited (the “Company” and such offering, the “Offer”)**

Pursuant to the Service Provider Agreement dated [•] (“Agreement”) entered into by and between the Company, Adfactors Advertising LLP and Adfactors PR Private Limited (collectively, the “Service Provider”), for the period between [•] to [•], i.e., the date of filing the Draft Red Herring Prospectus with the Securities and Exchange Board of India, and the date of closure of the Offer, we confirm that the following is true and correct to the best of our knowledge in respect of news reports appearing in any of the following media and that there have been no news reports in any such media, other than as mentioned in the table below:

- (a) newspapers in which the initial public offering advertisements as per the SEBI ICDR Regulations, were published, including the advertisement to be issued pursuant to ./ simultaneously with the filing of the DRHP with SEBI; and
- (b) print and electronic media controlled by a media group where the media group has a private treaty or shareholders’ agreement with the Company or the Promoter, as applicable (as informed by the Company);

S. No.	Newspaper, edition, date	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 offer document where the disclosures are made	If no, action taken
a)	[•]	[•]	[•]	[•]	[•]
b)	[•]	[•]	[•]	[•]	[•]
c)	[•]	[•]	[•]	[•]	[•]

Based on the information supplied by the Company, 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.

The information is true and complete. The above information pertains to the media where the Offer advertisements have been published. The contents in the table above have been filled by the Service Provider, the GCBRLMs and the BRLMs can rely on this confirmation for providing their compliance certificate in connection with press releases, Advertisement and / or Publicity Material to SEBI in this regard.

We confirm that this information may be relied upon by the GCBRLMs, the BRLMs and Legal Counsels appointed in relation to the Offer, 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 Service Provider shall, at its own cost and expense, indemnify, defend and hold harmless the GCBRLMs, the BRLMs, their Affiliates and their respective directors, officers, management, agents, advisors, permitted assigns successors, representatives or employees of the GCBRLMs, the BRLMs, free and harmless from and against any and all losses, liabilities, charges, suits, claims, demands, judgments, damages, awards, actions, costs, interests, penalties and expenses including but not limited to attorney's fees or any other legal expenses and court costs arising out of or in relation to, or in connection with any such default on the part of the Service Provider, and/or its representatives, officers, directors or other persons acting on its behalf. This indemnity will survive the expiry or termination of the Agreement.

We confirm that we will immediately inform the GCBRLMs, the BRLMs of any changes to the information stated herein until the date on which Equity Shares commence trading on the stock exchanges where the Equity Shares are proposed to be listed pursuant to the Offer. In the absence of any such communications, the information stated herein should be taken as updated information. This confirmation may be relied upon by the Legal Counsels, the GCBRLMs and the BRLMs in respect of the Offer. This indemnity will survive the expiry / termination of the Service Provider Agreement.

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

Any dispute arising in relation to this information may be referred by any of the GCBRLMs, the BRLMs or Adfactors to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended, or any re-enactment thereof. The GCBRLMs, the BRLMs and Adfactors shall appoint one arbitrator each and the two arbitrators so appointed shall jointly appoint the third arbitrator who shall be the presiding arbitrator within 15 (fifteen) days of receipt of the second arbitrator's confirmation of his/her appointment. The seat and place of arbitration shall be Mumbai, India 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, shall be under the sole and exclusive jurisdiction of the courts located at Mumbai, India (subject to arbitration provisions mentioned herein).

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*.

Sincerely,

**For and on behalf of Adfactors Advertising LLP**

Authorized Signatory

Name:

Designation:



**For and on behalf of Adfactors PR Private Limited**

Authorized Signatory

Name:

Designation:

**Annexure D**

**Publicity Memorandum**

Attached separately