

Arnab Adhikary
280/15/1, Banamalipur Road , Near Fivestar club, Banamalipur , Barasat , North 24 Parganas,
West Bengal -700124
Thursday, 23 November 2023

Dear Arnab Adhikary,

Sub: Consultancy agreement

This Consultancy Agreement (“**Agreement**”) confirms the basis on which Wunderman Thompson Studios a division of MATRIX PUBLICITIES AND MEDIA INDIA PVT. LTD. (“**Company**” or “**us**” or “**we**”) has agreed to engage Arnab Adhikary (“**you**” or “**your**”) to provide consultancy services to us. This Agreement replaces all previous letters of engagement, agreements, and arrangements, if any, between you and us and/or any Group Company and the same shall be terminated with immediate effect.

By signing this Agreement, you confirm your acceptance of these terms.

1 ENGAGEMENT AND TERM

- 1.1 We have engaged you as a self-employed consultant to provide the services set out in **Schedule 1** attached hereto and such other services as may be agreed with you from time to time (“**Services**”). You will provide the Services, at all times, to the best of your power and ability and at least to the level of competence, skill, and care to be expected of individuals experienced in the provision of such services.
- 1.2 Your engagement will start on Tuesday, 28 November 2023 (“**Engagement Date**”) and you will provide the Services from that date. Subject to clause 7, this Agreement [can be terminated at any time by either party giving two (2) months' written notice to the other.][will be for a fixed term of [6] months and so will terminate automatically (without any separate notice) on Monday, 27 May 2024.]
- 1.3 You will provide the Services at such times and/or at such location or locations including our/Group Company's premises, as may be required by the Company/Group Company from time to time. [To ensure the proper rendering of the Services, you will commit a minimum of [20] business days each month (“**Minimum Days**”).]

2 PROVISION OF THE SERVICES

- 2.1 You shall, at all times, perform the Services diligently and faithfully. Further, you shall comply with the Applicable Laws, applicable internal rules, regulations, administrative instructions/guidelines, and policies of the Company/Group Company in force from time to time including but not limited to the health and safety, security, dress, smoking, email and internet and equal opportunities, anti-bribery and corruption policies and WPP Policy Book

A division of MATRIX PUBLICITIES AND MEDIA INDIA PVT. LTD.

Level 8th, Tower B, DLF Cyber Park, Udyog Vihar Sec-20, Gurugram. T: +91 124 4711300
Registered Office: 7th - 8 th Floor, A wing, The ORB- Sahar, Village Marol, Andheri (East),
Mumbai, Maharashtra- 400099, India Wunderman Thompson Group (A WPP Company)
Website: wundermanthompson.com | CIN: U7430MH2022PTC137744

(incorporating the Code of Business Conduct) while rendering the Services. When you are present on our or any Group Company's premises, you must comply with the same standards, rules and policies of the Company that apply to our staffs and other visitors. You must also act in a polite, cooperative and non-discriminatory manner towards our and/or any Group Company's employees, clients, customers, suppliers and other business contacts.

- 2.2 You will take our prior written consent by giving us an advance 7 (seven) days' notice of any holidays that you intend to take or any other reason for which you shall not be able to provide the Services during the Term of this Agreement. You will not be paid for any period during which the Services are not provided to us for any reason whatsoever.
- 2.3 We can at any time remove you from our premises or any Group Company's premises and not allow you to provide Services to us.
- 2.4 We are not restricted from engaging other consultants in connection with the Services. If we do so, you will co-operate fully with any such Person as well as with any of our employees or those of any Group Company who may be involved with or otherwise affected by the Services.
- 2.5 You will indemnify us and each Group Company in full and against any loss, liability, costs (including legal costs), damages or expenses arising from your breach of any of the terms of this Agreement including (without limitation) any negligent or reckless act, omission or default by you.

3 FEES AND EXPENSES

- 3.1 Subject to Clause 3, you will be paid a consultancy fee of 25,000 [per month] for providing the Services for the Minimum Days ("**Fee**"), subject to withholding of taxes as per the Applicable Laws. You shall comply with all the applicable tax regulations and shall solely be liable for any income tax and all required contributions and other applicable taxes arising out of such payment benefits.
- 3.2 If you are unable to provide the Services for the Minimum Days, you will be paid the Fee on a pro-rata basis calculated in accordance with the number of days for which the Services have been provided in a month.
- 3.3 You will provide us with monthly invoices along with a report of the Services provided [and the [hours/days] worked] during the concerned month. We may ask you to provide additional detail relating to the Services covered by the invoice before authorizing the invoice for payment.
- 3.4 We will pay the Fee in arrears within 30 days of an invoice being authorized.
- 3.5 We are entitled to deduct from the Fee (and any other sum due to you), any sums including any indemnity claims which you may owe to us or any Group Company from time to time.
- 3.6 We will reimburse you for any reasonable expenses incurred in carrying out the Services, provided that such expenses are approved in advance by us and supported by appropriate receipts.

4 OTHER INTERESTS

- 4.1 Subject to Clause 8 of this Agreement, you may provide consultancy services to any Person at any time unless the said services, in our opinion:
- (a) involve a breach of your confidentiality obligations; or
 - (b) put you in a position of actual or potential conflict of interest; or
 - (c) involve you providing services to a Person who or which, carries on a business which is the same as or materially similar to ours or that of any Group Company in relation to whom or which you are providing the Services; or
 - (d) breach any terms and conditions of this Agreement; or
 - (e) otherwise interfere with your ability to perform your obligations under this Agreement.
- 4.2 Before you accept any position (including any consultancy) whether paid (in any way) or otherwise, you undertake that you will notify us, in advance and in writing, of the proposed terms, the identity of the Person offering that position and sufficient detail of the nature of the duties you propose to carry out for that Person and any other detail/information that we may ask for, so that we can determine if there will be any breach of Clause 4.1 of this Agreement. If we confirm that the proposed position would result in a breach of Clause 4.1 of this Agreement and you decide to take up that position in any event, we will be entitled to terminate this Agreement with immediate effect.

5 CONFIDENTIALITY AND OTHER COMPANY PROPERTY

- 5.1 During the course of providing the Services, you will be exposed to and entrusted with information in respect of our business and the business of other Group Companies including but not limited to:
- (a) information about our or any Group Company's clients or customers and specific client or customer lists, employees, contractors and suppliers, whether these are actual or potential clients/customers, employees, contractors or suppliers;
 - (b) details of any tenders, pitches or presentations proposed or made by us or any Group Company;
 - (c) information about our financial position, or our future plans or those of any Group Company;
 - (d) information on any of our or any Group Company's databases which is not publicly available or is not publicly available in the form which it is stored;
 - (e) information regarding our or any Group Company's business methods, prices or pricing strategy, discounts, marketing or development plans or strategies or manpower plans;
 - (f) all Company IPR and any information relating to the same;

- (g) all other information, whether technical, non-technical, scientific or non-scientific, which we or any Group Company considers might cause considerable harm were made available to and/or used by any Person other than us or any Group Company or which is notified to you as being confidential.
- 5.2 You acknowledge and agree that all of the above information set out in Clause 5.1 above, and any other confidential information or trade secrets which you obtain in the course of providing the Services (together, "**Confidential Information**"), is and will at all times remain our property and/or the property of any Group Company. It does not include any Confidential Information which, otherwise than through your default, becomes available to the public generally or is ordered to be disclosed by a court of competent jurisdiction..
- 5.3 You will not at any time whether during this Agreement or after its termination unless expressly authorized in writing to do so by us:
 - (a) disclose to any Person; or
 - (b) use for your own purposes or for any purposes other than a purpose connected to rendering of the Services; or
 - (c) cause or permit, whether directly or indirectly, any unauthorised disclosure of any Confidential Information and will at all times use your reasonable efforts to prevent the disclosure of any such Confidential Information.
- 5.4 You understand and acknowledge that access to the Confidential Information has been provided to you solely as a consequence of your engagement by the Company in order to enable you to render the Services envisaged under this Agreement. You further understand that the Company and/or the Group Company shall have no obligation to make available to you any of its Confidential Information if it is not relevant to the performance of your obligations under this Agreement.
- 5.5 You understand that any use or disclosure of such Confidential Information including any inadvertent disclosure can cause immense and irreparable harm, loss, damage and injury to the Company and its reputation and hence undertakes to keep such Confidential Information confidential.
- 5.6 You will notify us immediately you become aware of any unauthorised use or disclosure of Confidential Information and will provide full details of the nature of the disclosure, the extent of the disclosure as well as such other information relating to it as we may reasonably require. This includes (but is not limited to) information about how the disclosure occurred.
- 5.7 You will promptly return all Company Property which you have in your possession or under your control whenever asked to do so by us or any Group Company and in any event, immediately this Agreement terminates.
- 5.8 If requested, you will confirm in writing that you have fully complied with your obligations under this Clause and agree that we may withhold any sums (including but not limited to any outstanding Fee) due to you until the said undertaking is provided.

6 INTELLECTUAL PROPERTY

- 6.1 In consideration of the Fee, you assign to us (by way of present assignment of future rights where applicable) all rights, title and interest in the Company IPR (whether in existence now or coming into existence at any time in the future). You also agree to waive all moral rights you may have in respect of the Company IPR
- 6.2 You will promptly provide us in confidence with full particulars of any Intellectual Property Rights created or developed by you in the course of providing the Services and you will not use, disclose to any Person or exploit any Intellectual Property Rights belonging to us without our prior written consent. You will not make or retain a copy or record of any of our or any Group Company's Intellectual Property Rights and/or Company IPR.
- 6.3 You will, at our request and expense, do all such things and prepare and sign all such documents and instruments as may be necessary or desirable to enable us or our nominee to obtain protection of any Company IPR vested in us or in any part of the world and/or to enable us to exploit any Company IPR to the best advantage.
- 6.4 You warrant that there will be no infringement of any Intellectual Property Rights or any other rights whatsoever of any third party in respect of any design, documentation, database, software, hardware or any other material or information furnished or used in the Services, and you will fully indemnify and keep us and each Group Company indemnified, in respect of any claims, losses, damages and expenses (including legal fees and expenses) arising directly or indirectly as a result of any breach of this warranty.
- 6.5 You hereby irrevocably appoint us to be your attorney to execute any instrument or do such thing and generally to use your name for the purpose of giving us or our nominee the full benefit of this Clause 6 of this Agreement. A certificate in writing, signed by any of our directors or our secretary, that any instrument or act falls within the authority conferred by this Agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

7 TERMINATION

- 7.1 We may terminate this Agreement immediately at any time without notice if:
 - (a) you commit a material breach of any of the terms of this Agreement;
 - (b) you commit any repeated breach (whether or not such breach is minor or trivial) of any of the terms of this Agreement;
 - (c) you fail in our opinion to perform the Services properly, diligently and satisfactorily or are otherwise unable to provide the Services for any period or periods amounting in aggregate of 7 (seven) working days in any six-month period;
 - (d) you are guilty of or accused of any conduct which in our opinion might bring us, or any Group Company into disrepute;
 - (e) you do or omit to do anything which, in our reasonable opinion creates an actual or potential conflict of interest;

- (f) you are made bankrupt or make any arrangement or composition with or for the benefit of your creditors generally.

7.2 Upon termination, you agree to promptly deliver all the deliverables applicable to the fullest extent conceived, created or developed prior to the Termination Date to the Company including but not limited to all properties including the Company Property, records, documents, data, information etc. of, or relating to, the business of the Company, in your possession, including any Confidential Information and/or Company IPR shall be handed over by you to the Company.

7.3 You further undertake not to hold yourself out as having any continuing connection with us or any Group Company after the Termination Date and not at any time to use our name or any other name identical to or likely to be confused with any name used by us or any Group Company, except in relation to the proper provision of the Services.

7.4 Our right to terminate this Agreement pursuant to this Agreement is in addition to and without prejudice to any other rights or remedies we may have including without limitation the right to seek damages and/or obtain any injunctive relief under Applicable Laws or equity and our termination of this Agreement does not in any way prejudice or waive any other accrued rights or claims we may have at the Termination Date.

8 PROTECTIVE COVENANTS

8.1 You undertake to us (for ourselves and as agents for each Group Company) that you will not in any Relevant Capacity at any time during the Term of this Agreement or during the Restricted Period:

- (a) solicit, entice or encourage or attempt to solicit, entice or encourage any Key Individual to terminate their employment by an engagement with us or any Relevant Group Company (whether or not such Person would commit any breach of his or her contract of employment or terms of engagement by doing so); or
- (b) employ, engage, appoint, enter into partnership or association with or in any way cause to be employed, engaged or appointed the services of any Key Individual in relation to any Person which is or is proposing to be a Competing Business or is directly or indirectly owned by or controlling any Competing Business; or
- (c) solicit or attempt to solicit, canvass, interfere with or entice away from us or any Relevant Group Company any Client or any Prospect with a view to providing to that Client or Prospect any products or services which are the same as or materially similar to the Restricted Business in competition with us or any Relevant Group Company; or
- (d) provide or agree to provide any products or services which are the same as or materially similar to the Restricted Business to any Client or any Prospect in competition with us or any Relevant Group Company; or
- (e) attempt to discourage any Client or Prospect from dealing with us or any Relevant Group Company; or

- (f) encourage, assist or procure any Person to do anything which if done by you would be in breach of sub-clauses (a) to (e) above.
- 8.2 You agree and acknowledge that no separate non-compete fees are payable to you, and the consideration for the restriction contained herein is deemed to have been received under this Agreement and you also acknowledge the receipt and sufficiency of such consideration.
- 8.3 You acknowledge that the type and periods of restriction imposed in the provisions of this Clause 8 are fair and reasonable and are reasonably required in order to protect and maintain the legitimate business interests and the goodwill associated with the business of the Company.
- 8.4 You further acknowledge that any breach or threatened attempt to breach any provision of this Clause 8 by you would cause irreparable harm to the Company wherein monetary damages would not suffice and therefore the Company, in addition to all other applicable remedies it is entitled shall also be entitled to injunctive relief and/or specific performance or other equitable remedy without being required to prove damages or furnish any bond or other security.

9 REPRESENTATIONS AND WARRANTIES

- 9.1 You hereby represent and warrant to the Company that:
 - (a) you have the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby;
 - (b) the execution and delivery of this Agreement by you and performance by you of your duties and obligations hereunder do not and shall not result in any breach or constitute a default under and are not and will not be in conflict with or prohibited by any agreement to which you are a party or by which you may be bound;
 - (c) you are not currently and has not ever been subject to expulsion, bar, suspended or other disciplinary proceeding or action from or by any statutory or regulatory authority;
 - (d) there are no actions, suits, claims, proceedings or investigations pending or, to the best of your knowledge, threatened in writing against you at law, in equity, or otherwise, whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental authority, and there are no outstanding judgments, decrees or orders of any such courts, commissions, arbitrators or governmental authorities, which materially and adversely affects your ability to perform your obligations under this Agreement; and
 - (e) you have not been convicted of any felony or misdemeanours.

10 STATUS

- 10.1 We have entered into this Agreement with you on the basis of your warranty that you are a self-employed consultant and nothing in this Agreement will constitute as creating a relationship of employment or agency or partnership between the parties.
- 10.2 You acknowledge and agree that nothing in this Agreement and/or any individual terms applicable to any assignment is intended to give rise to a relationship of agency, partnership, joint venture, employer and employee or worker and hirer between you and us and/or any Group Company under any circumstances. If, despite our and your clear joint intentions, any Person claims or threatens to claim that you are or were an employee or worker of us and/or any Group Company, you will indemnify us and/or any Group Company in full against all costs and liabilities incurred or suffered directly or indirectly as a result including (without limitation) in relation to income tax or other taxes, national insurance, social security or other contributions, awards of compensation or damages and any interest and/or penalties relating to the same.
- 10.3 You have no authority to bind us or any Group Company and warrant that you will not hold yourself out as having any such authority.

This Agreement is governed in all respects by the laws of India. The parties agree to the exclusive jurisdiction of the Courts of Haryana in respect of the enforcement of judgments where such jurisdiction shall be non-exclusive.

10.4 Personal Data

You give consent to us and each Group Company for processing and transferring your personal data as per the Applicable Laws.

10.5 Entire Agreement

This Agreement and schedule attached hereto incorporate or refer to all the terms that apply to your engagement by us and represent the entire understanding of those terms between us and you.

10.6 Assignment

You may not assign this Agreement, nor may you transfer your rights or obligations under this Agreement without our prior written consent.

11 DEFINITIONS AND OTHER GENERAL PROVISIONS

- 11.1 In this Agreement (and Schedule to it), the following definitions apply:

"Applicable Laws" means, with respect to any Person, any foreign, national, state or local constitution, treaty, convention, statute, law, regulation, ordinance, code, rule, judgment, rule of law, order, decree, ruling, by-law, approval of any competent authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by, any governmental authority, that is binding upon

or applicable to such Person, whether in effect as of the date of this Agreement or at any time thereafter.

"Client" means any Person with whom or which we or any other Relevant Group Company has arrangements in place for the provision of any Restricted Business during the Relevant Period and with whom or which you had material dealings or in relation to whose business you provided any Services under this Agreement at any time during the Relevant Period.

"Company IPR" means any Intellectual Property Rights in and to the Project Materials and any other materials developed in the course of providing the Services and any similar rights which are invented, edited, developed, created, or acquired by you (whether alone or jointly with any other Person) in the course of providing the Services.

"Company Property" means all property belonging to us or any Group Company including (without limitation) all and any documents, records, papers, reports price lists, customer lists, correspondence, materials including any Company IPR (in both hardcopy and electronic format) and any other property of or relating in anyway to our business or that of any Group Company which you may have prepared or which have come into your possession or under your power or control, including copies, drafts, reproductions, notes, extracts or summaries, howsoever stored or made of all such documents, materials and/or software.

"Competing Business" means any Person providing any products or services which are the same as or materially similar to and competitive with any Restricted Business.

"Group Company(ies)" means and includes WPP and its subsidiaries and any holding company of WPP and any subsidiary of such holding company (all as defined in the Companies Act, 2006) and any associated company (which expression shall mean any other company of which we, WPP and any holding company of WPP or any subsidiary of ours, WPP or any holding company of WPP beneficially holds not less than 20% of the equity share capital). Reference to **"Group Companies"** will be read accordingly.

"Intellectual Property Rights" means (without limitation) any process, invention, improvement, utility model, trademark, service mark, business name, copyright, design right, patent, know-how, trade secret and any other intellectual property right of any nature whatsoever throughout the world (whether registered or unregistered and including all applications and rights to apply for the same).

"Key Individual" means any individual with whom you had material dealings during the Relevant Period and who at any time during the Relevant Period was a director or manager or an executive or consultant of us or any other Group Company of a similar or higher level of seniority to you and who, by virtue of his or her position and the confidential information, knowledge and/or relationships he or she held as a result, is likely to be able to assist or benefit any Person who is or is proposing to be a Competing Business.

"Person" means any individual, firm, company or other entity.

"Project Materials" means any and all works of authorship and materials developed, written or prepared by you in relation to the provision of the Services including (without limitation) any and all reports, studies, data, diagrams, charts, question sets, specifications, computer code, customer lists or details, pre-contractual and contractual documents and all drafts of the same and all working papers related to the same.

"Prospect" means any Person, who was at any time during the Relevant Period negotiating or discussing (which shall include for these purposes a pitch or presentation) with us or any other Relevant Group Company with a view to the provision to it by us or any other Relevant Group Company of any Restricted Business and in respect of which negotiations or discussions you were materially involved or had material responsibility during the Relevant Period.

"Relevant Capacity" means either alone or jointly with another or others, whether as principal, agent, consultant, director, partner, shareholder, independent contractor, employee or in any other capacity, whether directly or indirectly, through any Person and whether for your own benefit or that of others (other than as a shareholder holding directly or indirectly by way of bona fide investment only and subject to prior disclosure to us up to 1% in nominal value of the issued share capital or other securities of any class of any company listed or dealt in on any recognised investment exchange).

"Relevant Date" means:

- (a) the Termination Date; or
- (b) in the event, this Agreement has not terminated, the date on which it is alleged you acted in breach of any of the restrictions in Clause 8.1 of this Agreement.

"Relevant Group Company" means any Group Company (other than us) for or in relation to which you provided Services during the Relevant Period.

"Relevant Period" means the [six (6)] month period immediately prior to the Relevant Date or, if shorter, the Term of this Agreement up to the Relevant Date.

"Restricted Business" means the provision of any products or services by us or any other Relevant Group Company at any time during the Relevant Period with which you had a material involvement at any time during the Relevant Period.

"Restricted Period" means 6 (six) month period commencing on the Termination Date.

"Termination Date" means the date of termination of this Agreement.

"WPP" means WPP Plc.

IN WITNESS whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives as of the day and year hereinabove written.

[Signature Page Follows]

Document Verified by _____

SIGNED by **AMIT MALHOTRA** for and on behalf of **Wunderman Thompson Studios a division of MATRIX PUBLICITIES AND MEDIA INDIA PVT. LTD.**

Name: Amit Malhotra
Title: Chief People Officer – WT Studios India

SIGNED as a deed, and delivered when dated, by **[ARNAB ADHIKARY]**

In the presence of:

Witness 1

Signature :
Name :
Occupation :
Address :

Witness 2

Signature :
Name :
Occupation :
Address :

SCHEDULE 1

Services

- Reviews the asset files shared by the project owner.
- Performs thorough analysis of the content for completeness and accuracy and communicates with stakeholders.
- Performs coding as per the requirement shared.
- Enables interactivity on the target platform (VEEVA)
- Controls versioning of deliverables
- Implements business rules for presentations in Veeva.
- Uploads content as per Veeva requirements.
- Performs peer review for unit and integration checks.
- Participates in issue resolution and defect fixing.
- Understand and follow the End-to-End process of all digital content deliverables.
- Identifying redundant tasks and pushing for better ways of working
- Ensure adherence to the latest/required Veeva & iOS platform standards.
- Ensure training (technical and non-technical) are taken up and completed on time as per the timelines to meet business requirements.