

ENTERTAINMENT NETWORK (INDIA) LTD. M/s ENIL THIRUVANANTHAPURAM Oban Square,TC 14/4192(4) Opposite Heera Kinara ,Kesavadasapuram Ulloor Rd,THIRUVANANTHAPURAM Kerala - 695004		Purchase Order PO01 - MATERIAL / SERVICES PO NUMBER : 2100824838 - 0 PO DATE : 23.07.2024
20100759 M/s CELEB MEDIA S6,EMPIRE SQUARE, ROAD NO 36 JUBILEE HILLS HYDERABAD 500033 GSTIN NO. :36BMUPM8631E3ZJ PAN NO. :BMUPM8631E	CIN : L92140MH1999PLC120516 PAN : AAACE7796G GSTIN NO.: 32AAACE7796G1ZI BUYER : Swapnil Ramnathkar c-swapnil.ramnathkar@timesgroup.com BUYER TEL. NO. : PUR. GRP : ENT MMS	DELIVERY DATE :24.07.2024 DELIVERY ADDRESS: M/s ENIL THIRUVANANTHAPURAM ENTERTAINMENT NETWORK(INDIA)LIMITED 3rd floor Oban Square,TC 14/4192(4) Kesavadasapuram Ulloor Rd THIRUVANANTHAPURAM 695004 INDIA GSTIN : 32AAACE7796G1ZI

TERMS OF PAYMENT : Pay immediately

Please arrange to supply the following items/materials/services subject to terms and conditions printed herein

Item	Material Code/HSN SAC Code	Order Qty.	PER	UOM	Rate in INR	Value in INR
00010	1700000000847 / PERFORMANCE MARKETING	2,000,000	1	NO	0.12	240,000.00
Total net item value in INR						240,000.00
00010	Taxes on the PO	IGST@18%				43,200.00
	Total Landed Cost	0.00 INR of		0.00		283,200.00
Total Contract Value in INR						283,200.00

Materials along with invoices/challans shall ONLY be submitted to local B&C on all working days between 0930 hrs to 1700 hrs. Please quote the correct document no. on all your invoices/challans . Non-acceptance of this document no. shall be conveyed to us within 7 days of this document.If nothing to contrary is heard, this document and its content shall deemed to have been accepted by you.	For ENTERTAINMENT NETWORK (INDIA) LTD. Verified by Authorised by
---	---

All communications shall ONLY be addressed to the buyer along with the name of the Purchasing Group citing the CONTRACT/PO no. (if required).

Purchase Order ('PO') Terms

The term "Buyer/ENIL" shall hereinafter refer to ENTERTAINMENT NETWORK (INDIA) LTD., and the term "Seller" shall refer to the party on whom this order has been placed. The terms "Buyer/ENIL" and "Seller" shall include their respective successors and Assigns. The Buyer/ENIL and Seller may be individually referred as a 'Party' or collectively as 'Parties'.

These PO terms shall govern the terms and condition of transaction between the Buyer and the Seller, contemplated under the PO, each party intending to be legally bound by the same.

1. Term and Validity

The PO shall be effective from the Effective Date hereof and unless terminated earlier in the manner provided herein, shall expire on the successful completion of the Event or performance of all obligations of the Parties as agreed herein whichever is later.

2. Seller's Obligations

2.1 Material / Services

- a. ENIL hereby engages Seller to provide Material / Services as listed in PO or as may be specified in a written document signed by the authorized representatives of both the Parties and Seller hereby accepts its engagement for the same on the Consideration and terms and conditions as set forth in this PO.
- b. Seller shall provide Material / Services as defined in this PO and as per the details and in manner provided in PO hereto and as per directions given by ENIL.
- c. Seller undertakes, assures and promises that it shall provide Material / Services and engage its best resources, expertise, energies and diligently deliver/ perform all such Material / Services, acts, matters and things connected therewith as agreed under this PO.
- d. Seller further acknowledges that supply of Material / Services and facilities of right quality and in timely manner is essence of this PO and it undertakes to fulfill its commitments as agreed herein.

2.2 Variation in the Material / Services

- a. The Material / Services stipulated in this PO as may be amended by ENIL, by giving prior written instruction to the Seller and the Seller shall agree on such changes. In the event that such changes result in additional or reduction in the Consideration, the Consideration stated in the PO shall stand proportionately revised, pursuant to which a revised PO shall be issued incorporating any such change.
- b. Amendment in the Material / Services shall not relieve or suspend the Seller from its obligation to provide the Material / Services, originally agreed or as amended in accordance with the terms of this PO, save to the extent amended.

2.3 Sub-contracting

- a. Seller shall, at its own costs and expense, depute/ assign required personnel/workmen having relevant expertise and experience, to the satisfaction of ENIL, for providing Material / Services.
- b. Seller agrees that it shall be responsible, at all times, for conduct and discipline of its personnel whether being an employees or independent Manufacturer / Service provider hired by the Seller. Seller further agrees to indemnify ENIL against any and all losses or liabilities that may arise out of actions or inactions of personnel or any third party engaged/deployed by the Seller.
- c. The Seller will contractually secure that the Seller's Sub-Sellers, business partners and other third parties directly or indirectly hired or engaged by the Seller in the provisioning of Material / Services ('Third Parties'), adhere to and comply with the terms of this PO. Seller undertakes to remain liable to ENIL for any breach of the provisions of this PO, or any action or inaction on part of Seller and such Third Party(ies).

2.4 Licenses and Permissions

- a. Seller shall comply with all applicable laws and regulations and shall obtain and maintain in good standing all necessary government licenses, permits or other authorizations necessary for providing Material and/or any kind of Services and otherwise in connection with the performance of its obligations under this PO.
- b. Seller further agrees and undertakes to provide a copy of such licenses and permissions upon demand by ENIL without fail or demur.

2.5 Insurance

- a. Seller will, at its own cost and expense and at all times during the term of this PO, provide and maintain comprehensive insurance policy to cover all the risks of the Material / Services being provided by them including its equipment's, employees and personnel deployed by them.
- b. Parties hereby agree that ENIL shall not be liable to the Seller for injury to its workman, personnel, representatives so delegated and assigned by it for fulfilling the responsibilities and duties for and on behalf of Seller.

2.6 Losses and Consequential Damages

a. Seller shall be responsible for all losses, damages, costs and expenses incurred in connection with providing Material / Services as mentioned in this PO including for bad workmanship, losses to assets, properties of ENIL and/or the Client and/or the Venue wherein the Material / Services are being provided, but only to the extent such losses, damages, costs and expenses arise from the negligence or misconduct of Seller or Third Parties engaged by Seller or their respective personnel/representatives/authorised persons.

2.7 Compliance with Laws, including Gifts and Bribery

a. Seller shall at all times conduct its business in an ethical manner in compliance with all applicable laws and regulations including, without limitation, all laws and regulations including but not limited to those relating to weights and measures, intellectual property, corruption and bribery, importing and exporting, competition, privacy, product and consumer safety, environmental compliance, labor, wages, and worker health and safety.

b. Any attempt to provide any personal gratification to any employee of the ENIL may lead to: (i) Cessation of all business dealings with the Seller; (ii) Reporting of matter to law enforcement agencies; or (iii) Appropriate legal action, where necessary;

c. Seller agrees to certify in writing upon request its compliance with this section, and report to ENIL immediately if it comes to know of any reason to believe that it or its employees or Affiliates or sub-Sellers/Third Parties engaged by it, have violated any anti bribery laws referred to above.

3. Consideration

3.1 In consideration for the Material / Services to be provided by the Seller, ENIL shall pay an amount mentioned above in Purchase Order plus GST as applicable to the Seller ('Consideration') as per below:

3.2 Based on the schedule of payment, the Seller shall raise the bill and submit the tax invoice in respect thereof. If ENIL in good faith disputes an invoice, ENIL shall pay all undisputed amounts, if ascertainable (eg. In case the dispute is regarding the quality of deliverables provided by the Seller, the entire Consideration shall be deemed to be in dispute and ENIL shall be entitled to withhold the same, until the same is resolved).

3.3 In the event of any dispute or any suspicion in respect of any deliverable, reporting of amounts (where applicable) and/or invoices, ENIL shall have a right to call for necessary supportings/documents including relevant financial records or certifications from the Seller or to request for audit of the relevant books of Seller either itself or through its representatives (at cost of ENIL and during business hours of seller), which the Seller agrees to promptly provide and co-operate, failing which it shall be deemed to be a material breach of this PO.

3.4 Except otherwise provided for in this PO, Seller agrees that all Material / Services will be supplied by it at its own costs and expenses including transportation, freight, insurance, work permits, all statutory levies and Seller shall not claim or be entitled for any additional compensation or consideration in excess of the Consideration agreed in this PO.

3.5 Seller shall be responsible, without any limitations, for payment to manpower/personnel deployed by it under this PO together with all statutory levies, taxes under the applicable law imposed by any government, governmental, semi-governmental or other relevant authority, arising out of this PO and/or that may be applicable at any point of time to the Seller.

3.6 ENIL shall not be liable for any payment other than the Consideration as specified in this PO.

3.7 The Consideration payable under this PO shall be subject to applicable tax deduction as per rates specified under Income Tax Act, 1961, as amended from time to time.

3.8 The payment of Consideration shall be subject to receipt of correct and valid tax invoice from the Seller in accordance with applicable tax laws. If the Seller fails to charge the applicable tax in any of its invoice(s), ENIL shall not be liable to pay the same at any later date and Seller or any person claiming through or on behalf of Seller shall not be entitled to raise any claims in respect of the same.

3.9 In case of any breach/failure/non GST compliances by Seller, due to which: (a) tax credit of GST is/will be denied/disallowed to ENIL, or ENIL is unable to avail tax credit on payments made under this PO; or (b) the relevant authorities seek to recover any such tax amounts from ENIL, or impose any interest, penalty or other charges/ liabilities on ENIL; then, in such case, until such breach/non GST compliances is rectified and all supporting documents/proof in respect thereof is provided by Seller to ENIL; and ENIL receives the tax credit that was originally denied/unavailable to it; ENIL shall have the option, at its discretion, not to pay the amount of invoice under this PO issued by Seller, and/ or withhold, adjust, set-off or otherwise recover any such amount, from and against any other amounts deposited with ENIL, or that are payable, to Seller, whether under this PO or otherwise.

4. Rescheduling, Cancellation of the Event and Force Majeure (Where the PO relates to any Event)

4.1 Rescheduling of Event: If, for any reason whatsoever, including reasons under Force Majeure, the Event cannot be held on the scheduled date, ENIL shall inform the Seller. In such case, Seller shall make necessary arrangements as per the instructions of ENIL regarding the rescheduled Event. In the event Seller is unable to make necessary arrangement for the rescheduled Event, on the new dates, it shall communicate its inability within 3 (three) days from the date of communication by ENIL so as to enable ENIL to appoint a substitute Seller.

This would result in termination of this PO without any further action from ENIL and Seller shall refund all Consideration paid by ENIL till such date on pro-rated basis having consideration to the Material/Services provided and accepted by ENIL upto the date of such termination. In case of delay in refunding such monies, ENIL shall be entitled to recover the same alongwith interest @18% pa from the date of payment by ENIL upto actual date of refund by Seller.

4.2 Cancellation of the Event: In case of cancellation of the Event, there being no default on part of Seller or Force Majeure, the Seller agrees that ENIL shall only be liable to pay the Seller Consideration on pro-rata basis for the Material / Services provided by Seller and accepted by ENIL till such date and the Seller shall not claim any other costs against ENIL. In this event, the PO shall stand terminated and such consequences as provided in this PO shall apply.

4.3 Force Majeure : Notwithstanding anything contained in this PO, neither Party shall be liable to the other for failure to perform any of the obligations set out in this PO or for any damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees if such failure is caused by destruction and damage to facilities used by ENIL or Seller by an act of Force Majeure, or any other cause which is beyond the reasonable control of the Parties. In case of cancellation of Event due to Force Majeure, Seller agrees to refund the Consideration on pro-rated basis having consideration to the Material/Services provided and accepted by ENIL up to the date of such termination. In case of delay in refunding such monies, ENIL shall be entitled to recover the same along with interest @18% pa from the date of payment by ENIL up to actual date of refund by Seller.

5. Consequences of Default

5.1 Any of the following event, any action, omissions or inaction shall be treated as default or material breach on part of Seller:

- a. Refusal or failure of Seller to provide Material / Services including any defect in the Material / Services or any delay in meeting the timelines or inability to meet the required standard in performance of Service;
- b. If the Seller is not able to meet any of the obligations or stands in breach of any representations or warranties as contemplated in this PO;
- c. If the Seller becomes insolvent or goes into administration or liquidation or makes a composition or settlement with its creditors;
- d. It is otherwise unable to fulfill its obligations as per the terms of this PO for any other reason whatsoever. However, any failure on part of Seller shall not be treated as default where such failure is directly and solely attributable Force Majeure.

5.2 In case of a default or material breach by Seller, without any default on part of ENIL or a Force Majeure event, ENIL shall notify the Seller of the same, orally or by way of written notice and if the Seller fails to remedy the same within three (3) days of having received notice from ENIL to do so, or such time as specified in the notice, the PO shall stand terminated on expiry of such notice period. Notwithstanding anything contained in this PO, upon termination on default by Seller, ENIL reserves the right to forthwith stop any payments towards the Consideration and/or claim refund thereof. ENIL shall be relieved of any or all of its obligations under this PO.. In case of delay in refunding such monies, ENIL shall be entitled to recover the same alongwith interest @18% pa from the date of payment by ENIL upto actual date of refund by Seller.

5.3 Seller will be liable to ENIL for any and all losses that may be suffered by ENIL as a direct or indirect consequence of the default or material breach by the Seller or cessation of its Material / Services.

5.4 Without limiting the foregoing, ENIL may require Seller to re-deliver against non-conforming goods or re-execute nonconforming services at Seller's cost and expense.

6. Termination

6.1 ENIL shall have the right to terminate this PO for any reason whatsoever upon providing a notice period of 7 (seven) working days to the Seller. Upon such termination ENIL shall pay such Consideration to Seller for Material / Services rendered till the date of notice.

6.2 Seller shall have the right to terminate this PO upon a willful nonpayment of Consideration to the Seller as mentioned hereinabove after providing a notice period of 15 (fifteen) working days unless such non payment is owing to a dispute in the invoice or default on part of Seller.

6.3 Consequence of Termination: In the event this PO is terminated, the following shall be the consequences:

- a. The provisions of this PO the nature of which should reasonably require the survival thereof shall survive the termination of this PO;
- b. Unless otherwise provided in this PO, termination is without prejudice to any other right or remedy of the Parties accrued till the date of termination.
- c. Seller shall forthwith cease use of any intellectual property of ENIL, as may be permitted for the purpose of this PO and shall forthwith return any and all materials/documents containing any intellectual property or confidential information of or pertaining to ENIL which is in its possession or certify the destruction of the same as may be requested by ENIL.

7. Indemnity

To the fullest extent permitted by law, Seller hereby agrees to indemnify, hold harmless and undertakes to defend ENIL, its Affiliates and their respective employees, officers and directors against all or any claim, actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities, howsoever arising, with regard to:

- i. This PO including any loss, theft or damage to the life and /or property of the employees/ invitees of ENIL and /or the property of ENIL caused by the fault, negligence or lapse on the part of the Seller or any of their employees / personnel etc.
- ii. Taxes (and interest or penalties assessed thereon) against ENIL that are obligations of Seller pursuant to this PO.
- iii. Any death, injury or bodily harm, accident suffered or caused by the employee/ personnel of Seller during the course of delivery of Material / Services.
- iv. Breach of any terms, conditions or representations or warranties of Seller and any and/or of any applicable local/state/Central Governments' laws, Rules, etc. In the event of any non compliance or contravention of the provisions of such laws due to failure or negligence of the Seller, it shall remain fully liable and shall also keep ENIL fully indemnified against any risk, consequences, and/or cost arising thereof.
- v. Claims by government regulators or agencies for fines, penalties, sanctions or other remedies arising from or in connection with Seller's failure to comply with its regulatory requirements.
- vi. Any claim on account of breach of confidentiality or infringement of Intellectual Property Rights as a result of acts of omissions or commissions of Seller's personnel/ employee etc.

8. Intellectual Property Rights

8.1 Seller acknowledges and agrees that Seller shall have no right to use any Intellectual Property Rights owned by ENIL or its Client(s) except to the extent and in the manner defined in this PO.

8.2 Nothing in this PO shall imply any transfer of right, title or interest in the Intellectual Property Rights owned by or licensed to ENIL, Client or their Affiliates except otherwise stated in this PO.

8.3 Seller acknowledges and agrees that ENIL/Client will own all Intellectual Property Rights including copyright in any and all the Material / Services including those created or developed by Seller and/ or its performers for ENIL in connection with the Material / Services under this PO and Seller shall not have any right thereof at any point of time.

9. Confidentiality obligations and Non Disclosure

9.1 The Seller acknowledges that a confidential relationship exists between Parties by reason of which ENIL has exchanged or may exchange Confidential Information with Seller and any unauthorized disclosure by the Seller of any such information is likely to be damaging to ENIL/ Client.

9.2 The Seller agrees not to use or disclose Confidential Information except to the extent it may be necessary for the performance of the PO. Seller may divulge Confidential Information to its employees, agents and Sub-Sellers on a "need to know" basis and agrees to undertake all necessary steps including getting undertakings of like nature to ensure compliance by such employees, agents and Sub-Sellers and Seller agrees to remain liable to ENIL for any failure by any employee, agent or Sub- Seller to comply with such obligations.

9.3 The non disclosure obligation does not apply to information which the Seller can prove is (i) lawfully obtainable from other parties who are free to develop the same, (ii) independently developed by the Seller, (iii) or has become a part of public domain (other than through the fault of Seller), (iv) required to be disclosed by any government entity or under any applicable law or regulation. Provided that prior to any disclosure in respect of a request to disclose confidential information under subsection (iv), the Seller must first notify ENIL, who shall then have the opportunity to respond to and/or dispute such request.

9.4 Seller agrees that monetary damages would be inadequate to compensate ENIL/ Client for any breach of this clause and therefore in addition to any other remedies that may be available, in law, equity or otherwise, ENIL shall be entitled to obtain injunctive relief against the threatened breach of this clause or the continuation of any such breach by the Seller, without the necessity of proving actual damages.

9.5 On the conclusion or earlier termination of this PO all the Confidential Information shall be returned or destroyed by the Seller with proof, without retaining any copies thereof.

10 Dispute Resolution /Arbitration

10.1 Subject to clause 10.2 below, all disputes, controversy or claim arising out of or in connection with this PO, including any question regarding its existence, validity or termination, shall, unless amicably settled between the parties, be finally settled by arbitration. The parties shall mutually agree and appoint a sole arbitrator. Notwithstanding to what is stated above, if the parties cannot mutually agree on arbitrator within 4(four) weeks from the date of invocation of arbitration, then the sole Arbitrator shall be appointed by Parties in accordance with the Arbitration and Conciliation Act 1996. The arbitration proceedings shall be conducted as per the Arbitration and Conciliation Act 1996, and any modifications thereto and re-enactments thereof. The seat and venue of arbitration shall be Mumbai. The language to be used in arbitration proceedings shall be English. Each party submits to the exclusive jurisdiction of courts of Mumbai for the purposes only of compelling compliance with the above arbitration provisions. The parties agree that damages may not be an adequate remedy and the parties shall be entitled, in any arbitration proceeding, to seek the remedies of injunction, specific

performance and other equitable relief as may be necessary in connection with any Dispute or claim. This clause shall survive termination.

Any award of the Arbitrator shall be enforceable by any court having jurisdiction over the Party against which the award has been rendered, or wherever assets of the Party against which the award has been rendered can be located.

10.2 The Parties irrevocably agree that any dispute or claim under or less than Rs 30,00,000/- (Rupees Thirty lakhs which amount would include any interest claimed) in value arising out of or in connection with this PO shall not be settled by the Dispute Resolution /Arbitration provided in clause 10.1 hereinabove. Claims or dispute below Rs 30,00,000/- (Rupees Thirty lakhs which amount would include any interest claimed) in value shall be governed by clause 10.3 below.

10.3 Applicable Law and Jurisdiction: This PO shall be governed by and construed in accordance with the laws of India without regard to its conflict of laws rules. Save and except what is provided herein, the place of jurisdiction for any dispute or claim arising out of the PO or in relation to the terms and conditions of the PO shall be exclusively at Mumbai, India. The Seller irrevocably consents to the jurisdiction to Courts situate in and for Mumbai, Maharashtra, India and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum. Unless indicated otherwise, the Parties agree that the place of performance is Mumbai, India.

10. Notices

Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email, , or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the Party as listed above or at such other address as may hereafter be furnished in writing by either Party to the other Party. Such notice will be deemed to have been given as of the date it is delivered, emailed, or three (3) days from the date of posting/courier, whichever is earlier.

11. Miscellaneous:

- a. Amendments: This PO may be modified or amended only in writing signed by duly authorized representatives of both the parties. No variation in the terms of this PO shall be binding on the parties hereto unless such variation has been first accepted in writing by Parties or their duly authorized representatives.
- b. Costs: Each Party will bear their own costs and expenses incurred in relation to the negotiation, preparation and execution of this PO.
- c. Counterparts: This PO may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and Parties may execute this PO by signing any one or more of such originals or counterparts.
- d. Entire PO: These terms of PO form part of this PO and shall be construed accordingly and constitutes the entire agreement between the Parties hereto relating to the subject matter hereof and supersedes any previous POs or understandings unless expressly over-ridden by any LFA or unless expressly stated otherwise.
- e. Independent Rights: Each of the rights of the Parties hereto under this PO are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this PO or otherwise.
- f. No Assignment: ENIL shall have the right to assign, transfer or delegate all or any of its rights, duties and obligations under this PO. Seller shall not have any right to assign any of the benefits, rights, obligations or liabilities of this PO to any person in any manner whatsoever.
- g. No Partnership: The relationship between the Parties is that of independent contractors. Nothing contained in this PO shall constitute or be deemed to constitute a partnership, joint venture, agency or employment relationship between the Parties and neither Party shall hold itself out as an agent for the other Party. This PO is on a 'principal to principal' basis and neither party shall describe itself as an agent or representative of the other Party, or make any representations or give any warranties/ assurances to a Person which may require the other Party to undertake or be liable, whether directly or indirectly, for any obligation and or responsibility to a Person, or enter into contracts on behalf of the other Party.
- h. Public Announcement: Any public announcement relating to the subject matter of this PO shall be made only by ENIL or by mutual consent of the Parties.
- i. Severability: If any provision of this PO is invalid, unenforceable or prohibited by law, this PO shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this PO shall be valid, binding and of like effect as though such provision was not included herein.
- j. Time: Any date or period as set out in this PO or PO may be extended only with the written consent of the Parties failing which time shall be of the essence.

k. Waiver: No waiver of any breach of any provision of this PO by ENI shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

l. Representations and Warranties: Both the Parties represent and warrant in favor of each other that they are duly incorporated in its place of incorporation and have full corporate authority to enter into this PO and to perform its obligations hereunder according to the terms hereof and that they have taken all necessary corporate or other action and have obtained all the necessary rights and consents to authorize their entry into and performance of this PO. The Seller expressly warrants that the Materials/Services shall conform to the purpose for which they have been ordered by ENIL and further that ENIL shall not be obligated to obtain any further permissions and/or make any payment to any third party for use of such Materials/Services, unless otherwise expressly mentioned in the PO and to the extent mentioned. Nothing in the PO obligates ENIL to actually use any Materials/Services under this PO or within any express timeline, statutory or otherwise and the rights to use the Materials or deliverables supplied by Seller shall at all times be deemed for worldwide territory and in perpetuity, unless agreed otherwise in writing in this PO. Use of any Materials/Services/deliverables by Seller shall not place ENIL in breach of any other agreement that Seller may have previously entered with any third party nor will amount to any infringement of any right of a third party including intellectual property rights.