

ADVERTISING & BRAND PROMOTION SALES AGREEMENT

AD SALES PROPOSAL

Company Name	S
Address (select correct option)	Kochar Jade (7th flr to 10th flr), Plot No. SP 22, Thiru Vi Ka Industrial Estate, Guindy, Chennai - 600032
GSTIN	33AAACN1335Q2ZE
PAN NO.	AAACN1335Q
CIN	U72300MH1994PTC076485

A. ADVERTISER PARTICULARS

Advertiser's full name: (including any suffix- "Ltd.", "Pvt. Ltd.", etc.)	MRF LTD					
Advertiser's address:	New No.114, (Old No.124), Greams Road, Chennai, Tamil Nadu, 600006					
GSTIN						
PAN No.						
Advertiser's Contact:	Name:				Tel:	
	E-Mail:				Fax:	
Product:	Brand:				Category:	

B. AGENCY PARTICULARS

Agency's full name: (including any suffix- "Ltd.", "Pvt. Ltd.", etc.)		Initiative Media India (P) Ltd			
Agency's address:		1st Floor, Golden Towers, 262, Royapettah high road, Chennai- 600014			
GSTIN (Mandatory)		33AAACI6657G1ZM			
PAN No. (Mandatory)		AAACI6657G			
Agency Contact:		Name: Simanta		Tel: 9972598585	
		E-Mail: simanta.mahanta@initiative.com		Fax:	
Agency Contact Person:					

C. Star India Private Limited ("Star") – Contact Person

Name	Aloysius Leonard		
Designation:	Assistant Manager	Email ID - aloysius.leonard@jostar.com	
Notices:	sports.legal@jostar.com; generalcounsel@jostar.com		

D. CHANNEL(S):

CTV - Jiohotstar - Sports network

E. TERM OF THE AGREEMENT ("TERM")

From 22nd Mar'2025 to 31st May'2025

F. ADVERTISING – SPOT BOOKING

On-Air Advertising:

IPL 2025 | Associate Partner | CTV

Campaign	Duration	Platform	Type	Classification	Ad Assets	Buy Type	Targeting	No. of Matches	FCT/ EXP Per Match	Total Imp (Mn.) / FCT/ Exp	ASR 10 Sec	Outlay (INR)
IPL 2025		CTV	Live	Video	Mid Roll	Spot buy	ROS	34	60	2040	690441.18	
IPL 2025		CTV	Live	Video	Mid Roll	Spot buy	ROS	6	60	360	0.00	₹ 0.00
IPL 2025		CTV	Live	Display	Display- SUP		ROS	39	2	78	0.00	₹ 0.00
Total Cost (Net) : INR												

* If Spots are sold on RODP basis, then in the column above, please specify RODP.

*As part of the overall deal we will be offering 100 match tickets

** the tickets will be shared / offered basis availability

G. On – Air Brand Promotion:

On-Air Brand Promotion Property (ies) (i.e. Programs/Shows/Movies)					
On-Air Brand Promotion Term	<u>From</u>	<u>Mar'2025</u>	<u>To:</u>	<u>May'2025</u>	
Type of On-Air Brand Promotion#: (#Please indicated Title, Presenting, Associate, Poweredby etc.)					
On Air Programming*: (*If more than one type of programme, please indicate type of show, show duration and frequency)	Type of Show			Duration of Show	Frequency
On-Air Brand Promotion(s) Exposures (Please indicate type of exposures and number of exposures for each type.)	Type of Exposure			TX Dates	Number of Exposures

H. CONSIDERATION*

Total Consideration:	140,850,000.00
Invoicing/Payment Terms	As per applicable provisions of the Standard Terms and Conditions (as applicable)+57:57.

* GST and/or other similar taxes and cesses as applicable shall be additional and shall be borne by the Advertiser/ Agency (as the case maybe).

IMPORTANT:

1. This Ad Sales Proposal shall be governed and read together with the following documents (the documents, collectively "Standard Terms and Conditions"):

- For all digital inventory/entitlements, the Standard Terms and Conditions provided at <https://ads.hotstar.com/advertising-services-agreement/> shall apply;
- For all TV inventory/entitlements, the Standard Terms and Conditions provided at <https://www.jostar.com/adsales/sports/> shall apply.

The Ad Sales Proposal and relevant Standard Terms and Conditions (as applicable) shall collectively be referred to as "Agreement".

The Advertiser and/or Agency hereby jointly and severally agree and accept that (a) this Ad Sales Proposal read with the applicable Standard Terms and Conditions, shall constitute a fully binding agreement between the Parties; and (b) they have gone through the Standard Terms and Conditions (as applicable) and acknowledge that all Advertisements under this Ad Sales Proposal shall at all times be governed by the same and that they shall abide by the same. In case the Advertiser/Agency is not compliant with any of the applicable Standard Terms and Conditions, Company has the right to cancel/suspend/withhold airing of the relevant inventory/entitlements and the Advertiser/Agency shall be liable to make all payments without any demur or protest.

2. Unless stated otherwise in the Ad Sales Proposal, this package does not entitle any participation by means of Entitlements, including Ad Impressions or sponsorship of any events, or any other packages that are not included in the proposal.

3. Acceptance of the Ad Sales Proposal by any means and modes of communication shall be construed as valid acceptance of the Ad Sales Proposal and the relevant Standard Terms and Conditions thereby forming a binding agreement between the Parties. Any act in furtherance or towards the performance of Ad Sales Proposal and/or the applicable Standard Terms and Conditions, for e.g. issuance of release order/deal grids by the Client or SIPL acting on such release order/deal grids, shall also be taken as deemed acceptance of this Agreement between the Parties. Objections, if any, must be brought to SIPL's attention within 1(one) week of the receipt of this document and SIPL's dispensation in response to each objection needs to be obtained in writing, failing which it shall be deemed that the original clause shall continue to be binding on the Parties.

4. It is further clarified that if acceptance of this Agreement is communicated by the Agency on behalf of the Advertiser, such acceptance by the Agency shall constitute the Agency's warranty that it has full authority to accept this Agreement on behalf of the Advertiser and to create legal rights and obligations on behalf of the Advertiser, and constitutes the Agency's agreement (on its own behalf) to indemnify Company against any breach of such warranty by the Agency, and any breach by the Advertiser of any of the terms and conditions of this Agreement. For the sake of clarity, the Agency shall be primarily liable to pay the Company and be the 'Recipient' of this service. On failure of the Agency to pay the Company, both the Agency and the Advertiser shall be jointly and severally liable to pay the Company.

5. In case the Entitlements or any part thereof are revised then such revised Entitlements shall also be subject to the terms and conditions stated in the Agreement.

6. In the event of any conflict between this Ad Sales Proposal and the applicable Standard Terms and Conditions, the Ad Sales Proposal shall prevail. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the relevant Standard Terms and Conditions. The Agreement shall supersede any and all other previous agreements in relation to the deal Entitlements, etc. stated in the annexures, representations, communications or promises and sets out the entire understanding between the Parties.

Warm Regards,

Star India Private Limited