**TERM SHEET**

This binding term sheet (“**Term Sheet**”) summarizes the principal terms with respect to the

**Truevibez** Private Limited represented by its Director Rajesh Karandikar**,** and having its office at F-203, ANJOR HOUSING SOCIETY, 2ND LANE, VEERBHADRA NAGAR, BANER, PUNE, Pune, Maharashtra, India, 411045 PAN: AAHCT9563F (hereinafter referred to as the “**TRUEVIBEZ**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **FIRST PART;**

**AND**

**MR. SUNIEL SHETTY** S/o. Veerappa Shetty, residing at 18-B, Prithvi Apartments, Altamount Road, Mumbai 400026, having Income-tax PAN: AACPS0376D, (hereinafter referred to as **“SS**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her legal heirs and permitted assigns) herein referred to as the Party of the **SECOND PART;**

**NOW THEREFORE** in consideration of the mutual covenants and promises contained hereinafter and other good and valuable consideration the adequacy and receipt of which is hereby acknowledged, the Parties, in the absence of a Definitive Agreement on the undermentioned terms and conditions, intending to be bound legally, agree as follows:

|  |  |
| --- | --- |
| **PARTIES** | 1. **Truevibez** Private Limited represented by its Director Rajesh Karandikar**,** and having its office at F-203, ANJOR HOUSING SOCIETY, 2ND LANE, VEERBHADRA NAGAR, BANER, PUNE, Pune, Maharashtra, India, 411045 PAN: AAHCT9563F (hereinafter referred to as the “**TRUEVIBEZ**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **FIRST PART;** 2. **MR. SUNIEL SHETTY** S/o. Veerappa Shetty, residing at 18-B, Prithvi Apartments, Altamount Road, Mumbai 400026, having Income-tax PAN: AACPS0376D, (hereinafter referred to as **“SS**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her legal heirs and permitted assigns) herein referred to as the Party of the **SECOND PART**   “**TRUEVIBEZ”** and **“ SS**” hereinafter individually referred to as a  “**Party**” and collectively as the “**Parties**”. |
| **TERM** | ***12 Months*** |
| **DELIVERABLES** | • Media Platforms: Print, Radio, TV, Outdoor, Digital, Event, Activation and Print Production  Proposed Association/Engagement   1. Seven Days for Photo, Video, Voice shoot (8 hours each) during the year at the locations decided by management team. 2. B2B events for each city for pre-launch & launch activites upon availability of SS. 3. Right to produce special edition products in the category using the brand image of SS. 4. Right to use SS Name in brand related PR & Media activities 5. Right to run contests around the SS Name upon consultation with SS. 6. Print shoots 7. TVC shoots 8. Radio spot / Jingle voice recording 9. Meet & Greet Sessions with select audience (Buyers) 10. Spend a half day with the Celebrity activation contest winners 11. Product launches, unveiling of new products 12. Corporate events 13. Activation in various regions of India using Celebrity of that specific region   11. Right to create digital video content for promotions  12. Image and shoot rights for innovative content properties like 360-degree posts, GIFs & other content formats that may be available during the period of the agreement (This will need a specific conceptual shoot in addition to regular shots)  14. As and when required, SS shall endorse the brand vide twitter, Instagram and facebook and/or any other social media platform to be determined from post to post basis.  15. This is an endorsement deal and the SS will not be able to endorse other companies and products in the same category as well on such terms as the celebrity deems appropriate.  16. Right to use the entire content up to 30 days after the contract expires.  17. All costs relating to SS travel, transportation, food and accommodation and one additional manager traveling with celebrity will be borne by TRUEVIBEZ  18. Celebrity's extra day/ days pricing can be pro-rata basis  19. Pro-rata cost to be discussed once the deal is confirmed  20. All use of SS’s brand image on any and all platforms to be used only with prior consent of SS. All endorsement by SS shall be after permission from SS. |
| **PROPOSED TRANSACTION** | **EQUITY SHARE:** In consideration of the deliverables to be provided in accordance with clause 3 mentioned above, TRUEVIBEZ shall divide Class A equity share as follows:  13 percent of the total share-holding as agreed upon. Class A shares shall have such rights as defined in the Memorandum of Association of the Company.  **ENDORSEMENT FEES:** For the brand endorsement services that shall be provided as per clause 3, TRUVIBEZ shall pay to SS in terms of consideration an amount of Rs. 4,00,000/- (Four Lakhs Only) per month after deducting applicable taxes for first 12 months, excluding 13% equity, as consideration for the same. It will have to be paid in way of post-dated cheques. In case of any potentially delay, SS is to be intimated at least 7 days prior.    **ANTI DILUTION PROTECTION CLAUSE**:  The shareholding of SS shall at no point up to Series A shall fall below 60% of the initial percentage value. In case of deficit of 7.8% the total equity share will compensated by the Company by allocation of additional Management Stock Options. However it is agreed that Anti-Dilution protection shall not be available for any reduction in shareholding due to events such as Buy back of shares, Liquidation event and share transfer by SS.  The aforementioned clauses shall be further elaborated along with share values in the definitive agreement. |
| **Right of First Refusal** | If SS proposes to transfer any of the shares to a third party, then Founders will have a right of first refusal to purchase those shares on the same terms as the proposed transferee. Further It is agreed than SS shall not Transfer the Shares held in the company to a competitor of the Company. |
| **CLAW BACK CLAUSE** | In case of termination of the agreement for any reason before the expiry of the term there shall be a Claw back clause towards the shares held SS for the unexpired period to be finalised in the definitive agreement. |
| **Drag Right** | In the event the Promoters/ Founders desires to transfer all the Shares held by them in the Company to a third party, then the Promoters/ founders shall have the right to require SS to sell all or a portion of the Shares held by SS to the third party on the same terms and conditions agreed between Promoters/ Founders and the third party (“Drag Right”). |
| **Non-Competition** | SS shall not, as long as he hold any shares in the Company on a Fully Diluted Basis , or as long as they are engaged with the Company, whichever is later and for a period of 12 (Twelve) months thereafter, either directly or indirectly through any Affiliate, whether as an individual, through a partnership, or as a shareholder, joint venture partner, collaborator, consultant, advisor, principal contractor or sub-contractor, director or in any similar manner, whether for profit or otherwise, (including, any combination thereof or through or with any of their respective Affiliates or any Director of the Company or otherwise howsoever):  a. undertake to carry on or engage in or be concerned in or provide advisory, consulting or any other services to any business or entity engaged in a business or activity that directly competes with the Business, or is identical to the Business  b. receive any financial benefit from any Protected Activity, whether as an employer, proprietor, partner, shareholder, investor, director, officer, employee, consultant, agent or otherwise  c. canvass or solicit orders for goods or services of a similar type to those being provided by the Company from any person who is a corporate customer of the Company  d. induce or attempt to induce any supplier of the Company to cease to supply, or to restrict or vary the terms of supply to it  f. induce or attempt to induce, any employee of the Company to leave the employment of or engagement with the Company |
| **FORCE MAJEURE** | 1. Acts of God, fires, floods, weather, illness (including any mental or physical disability) of SS or other catastrophes, pandemics, epidemics or quarantine restrictions, illness or death of family members of SS, or other cause(s) beyond the reasonable control of a Party, not reasonably foreseeable, and that could not have been avoided which prevent SS from providing the Services, or Company from receiving Services (“Event of Force Majeure”), shall suspend such affected Party’s obligation to perform hereunder during the period required to remove such Force Majeure Event. 2. However, if the event of Force Majeure or disruption in compliance of obligation by the Parties due to the Event of Force Majeure event continues for a period beyond 30 (thirty) calendar days from the date of commencement of the Event of Force Majeure, the non-affected Party shall be entitled to terminate this Agreement. |
| **REPRESENTATIONS AND WARRANTIES** | To be determined in the definitive agreement. |
| **TERMINATION** | To be determined in the definitive agreement. |
| **REMOVAL** | 1. Not more than 30 days after, the expiration of this agreement or upon the termination of this agreement, the TRUEVIBEZ shall stop the use of the SS’s brand name or image for any purpose whatsoever and shall ensure that all platforms bearing SS’s name, image, or any other association in any way with SS are removed from the market. Failure to do show shall attract equitable damages available to SS under the law in force. 2. TRUEVIBEZ undertakes to destroy and/or procure the destruction of any or all materials involving SS still in its possession and or in its control and furnish SS an undertaking confirming the destruction signed by an authorised representative of the company. |
| **INDEMNITY** | 1. TRUEVIBEZ hereby agrees to indemnify and hold SS, harmless with respect to all liabilities, claims, damages, costs, and expenses including reasonable attorney’s fees and disbursements(s) arising out of or in connection with the breach of any obligation, warranty or representation made by the Company as per applicable law. 2. Further, TRUEVIBEZ also agrees to indemnify and keep indemnified that SS against any claims, damages, losses, liabilities, costs, and expenses (including attorney’s fees and disbursements) that may arise due to any undertakings, representations, promises, made/provided by TRUEVIBEZ to the buyers of the Endorsed Product. |
| **CONFIDENTIALITY** | No public announcement or press release in connection with the subject matter of this Term Sheet shall be made or issued by or on behalf of any Party without the prior written approval of the other Parties, except such as may be required by law. If any such announcement is to be made, the Party making such announcement shall use its reasonable efforts to consult with the other Parties prior to the release of such announcement. |
| **OTHER COVENANTS** | * 1. The Parties are to maintain full disclosure with respect to any information relating to the project.   2. TRUEVIBEZ undertakes to keep SS informed particularly but not limited to any and all transactions with respect to the sales, booking and/or any other financial transactions with respect to the said Proposed Transaction.   3. SS shall receive standard information rights including but not limited to audited annual financial reports, unaudited quarterly financial reports, annual budget, business plans and standard inspection rights.   4. All the media with respect to SS and his brand image in any form shall be pre-approved by SS before any publication. |
| **ARBITRATION** | 1. All disputes and differences arising out of or in connection with any of the matters set out in this Agreement, if not resolved by Amicable Settlement, shall be finally and conclusively determined by arbitration by a sole arbitrator mutually appointed by the Parties to the dispute, in accordance with the Arbitration and Conciliation Act, 1996, of India, for the time being in force. In the event Parties fail to mutually agree on the choice of the sole arbitrator within a period of 30 (thirty) days of the receipt of the notice for arbitration, then the matter shall be adjudged by an arbitrator appointed by the High Court. Any decision made by the arbitrator shall be final, binding and conclusive on the Parties and entitled to be enforced to the maximum extent permitted by law and entered in any court having jurisdiction with respect to the relevant subject matter of enforcement. The arbitration shall be conducted in English, and the seat and venue for arbitration shall be Mumbai, India. 2. The arbitrator shall be entitled to award costs of the arbitration. Subject to the aforesaid, each Party to any arbitration shall bear its own expense in relation thereto, including but not limited to such Party’s attorneys’ fees and expenses. The expenses and fees of the arbitrator shall be borne by the Party losing the dispute. |
| **GOVERNING LAW** | This Term Sheet is governed by and shall be construed in accordance with the laws of India. |

|  |  |
| --- | --- |
| **For TRUVIBEZ**  **Rajesh Karandikar** | **For SS**  **Suniel Shetty** |
| **Witness :**  **Alok Sambuddha** | **Witness :** |
| **Name :** | **Name :** |
| **Date : 11 Jan 2022** | **Date :** |