

**B.Y. Padhye Publicity Pvt. Ltd.**

32 E, Shivganesh, Bhavani Shankar Road, Dadar (West), Mumbai 400028.  
Phone : 022 2422 04 45 / 2422 92 41 ★ Email : vijay@bypadhye.com  
GST No. 27AACB1871D1Z2

## Release Order

<b>Vendor :</b>	AS MediaWare	<b>P.O. No :</b>	RO/00065/2025
<b>Address :</b>	B-505, Kanakia Wall Street, Andheri East, Mumbai	<b>P.O. Date :</b>	22/05/2025
<b>GSTIN :</b>		<b>Buyer GSTIN :</b>	27AACPH8447G002
<b>State Code :</b>		<b>Estimate :</b>	
<b>Brand :</b>	DIATAAL		
<b>Approver :</b>	tanmay.nayak		

HSN	Activity	Description	Period	Qty	Rate	Taxable Value	IGST %	IGST Amt	Total Value
998363	VIDEO	test12	01/05/2025 - 24/05/2025	1.00	100.00	100.00	18.00	18.00	118.00
						Total Taxable Value			100.00
						Total IGST			18.00
						GRAND TOTAL			Rs. 118.00

Amount In Words: One Hundred and Eighteen Indian Rupee

	For Mediaware Infotech Pvt Ltd
	tanmay.nayak
	IT Head
Date:	HO

**Terms and Conditions : -**

- 1 This RO falls within the purview of the client's Non-Disclosure Agreement (NDA) with the Agency, which also binds its publishers, partners, sub-contractors, consultants and associates to ensuring absolute confidence of its terms and conditions, contained thereof. Hence, the contents of this RO are strictly confidential and may not be shared in part or whole with any third-party, as this would constitute a breach of the NDA.
  - 2 The release of the advertisements should be as per the schedule approved by Client and the whole campaign should be executed as per the schedule only.
  - 3 The date of campaign is to be pre-approved by Client. Please share, confirmed dates available, for us to get it pre-approved from Client.
  - 4 All the committed deliverables should be delivered as per schedule mentioned in the original proposal / RO. Change in schedule is not allowed unless absolute necessary. Prior approval shall be required to be taken from Client, for any change in schedule, failing which deduction of penalty amount @ 1% of the Total Net Cost of this proposal / RO shall be done.
  - 5 The committed number of media units have to necessarily be served. However, in rare circumstances, should an under delivery happen, a minimum of 90% of committed number of media units should be served, failing which a penalty of 1% of net allotted budget amount of the relevant platform / publication shall be deducted.
  - 6 Any sort of deviation(s) or any change in deliverable, type / number / platform / quantity etc. of ad unit(s) from the original proposal and schedule is not allowed, if at all necessary, prior approval is required to be taken from Client, failing which either deduction in payment amount on pro-rata basis of this proposal / RO shall be made OR a Make Good Proposal may be considered by Client at its sole discretion.
  - 7 Publisher has to seek written approval from the agency on all resized creative.
  - 8 Publisher to ensure proper visibility of the creative as per the % bifurcation given in the RO / As per E-mail instructions.
- The distribution of ad impressions should be uniform throughout the campaign duration.
- 9 In case the logo unit is being used for any sponsorship etc., publisher has to send the artwork/ jpeg in advance and seek written approval from the agency.
  - 10 All creative concepts shared by the agency, need to be run in the course of the campaign. The same need to be captured in Reports, dashboard & Screenshots.
  - 11 In case of language creative, all language campaigns will have to be executed by the publisher. If there is a delay in receiving language creative, publisher is advised to consult the agency implementation team.
  - 12 Client reserves the rights to change the schedule or include new creative as and when they are ready. It is binding on the publisher to make changes in the campaign accordingly.

- 13 No extra cost payable to publisher for any kind of adaptations of creative. All adaptations are required to be managed by publisher.
- 14 Client reserves the rights to call off campaign for non performance or due to any other issues.
- 15 Please ensure that no campaign from any other competing Brand is running on any of the scheduled dates on the specific pages in which the clients ad is appearing.
- 16 When Publisher is running the Client Roadblock, campaign, the Client ROS campaigns must be paused.
- 17 Campaign duration (number of days) mentioned in the RO has to be adhered to. In case there is a delay in commencing the campaign, or the campaign gets paused for a few days, the campaign will still have to be executed for the total number of days mentioned in the RO. Exceptions can be made only if written approval on the same is given by the agency.
- 18 Wherever the platform is specified as "WEB + WAP" or "WEB + WAP + APP" or "Mobile + Desktop", the split in the number of impressions / Media Units to be served in a ratio of 90% on "Mobile Website + Mobile App" & 10% on "Desktop Website" out of the "overall committed number of impressions / Media Units", failing which deduction of penalty amount of 1% of the Total Net Cost of this proposal shall be done.
- 19 In case unable to comply with above instruction or if release cannot be made, or event / activity is cancelled please notify immediately.
- 20 After issue of the release order, should any platform / publication does not go ahead with the approved plan, any future proposal/s from the said platform / publication may not be considered for a period of six months from the date of issue of the release order.
- 21 This RO stands expired / invalid if activity is not commenced as per mentioned schedule in the proposal or within 7 days from the issue of this RO, whichever is earlier.
- 22 Screenshots of the Ads served capturing all creative, all publications, all platform - Web, WAP, APP, all pages – sections / segments, all ad units & elements mentioned in RO's specifically showing the website URL, along with page / section if applicable and date & time at the bottom right corner for Desktop properties, would be required on the start of the campaign and on weekly basis. So submission of Ads screenshots for minimum 5 different dates through out the campaign period is mandatory, with out which the publisher bill can not be processed.
- 23 Publisher to submit Daily campaign performance reports and monthly updates during the duration of the campaign. Also need Product wise & Creative size wise report, dashboard and screenshots.
- 24 "Certified summary of activities executed during the campaign period has to be submitted from a third party source & publisher, giving the details such as number of impressions delivered, Clicks, CTR, Engagements (as applicable) & should be accompanied with a declaration to the effect that the same tallies with the submitted invoice/bill & screenshots, specifically showing the website URL, along with page / section if applicable and date & time at the bottom right corner for Desktop properties.
- The Certified summary from the publication and third party source should clearly show the exact number of media units / impressions served on "Mobile Website + Mobile App" and on "Desktop Website" out of the overall committed number of impressions / media units."
- 25 Billing: At the end of the campaign, billing will be strictly on the basis of this release order & pre-approved schedule.
- 26 Bill should be raised in the name of "R K Swamy Limited" and email to [id.digital.billing@rkswamy.com](mailto:id.digital.billing@rkswamy.com) along with complete supporting such as screenshots, third party reports, third party dashboard etc. as mentioned in point no 27.
- 27 Original hard copy / soft copy of bill is required to be submitted within 4 days of completion of campaign, along with Publishers declaration and two sets of Colour printout of Billing documents, such as proof of performance / appearance, Activity report, Third party Analytics, publisher reports, Third party certification, Visual Screenshots, Third party Dashboard Screenshots, Telecast certificate, VTS ( print copy ) etc. complete in all respect.
- 28 After completion of Campaign, Activity Report & proof of performance capturing in details all elements of deliverables mentioned in RO should be submitted with in two working days.
- 29 Bill must Carry the Campaign Name, activity period, RO number, and all other quantitative details.
- 30 Bills that are not in compliance with any of the above clauses will not be accepted for settlement.
- 31 Payment Terms : The credit terms for this release will be 90 days from the end of the month of release or date of receipt of last pending requirement, document, and/or payment will be made to publishers after receipt of payment from Client by us whichever is later. This is subject to Bills being complete in all as per clauses 25 to 29.
- 32 If these terms are not acceptable to you, please do not carry the release mentioned in the aforementioned Release Order. If the release is carried, it will be deemed that the credit terms mentioned in this communication is acceptable to your organisation.
- 33 Terms and Conditions written in this Release Order supersedes all other documents, suppliers IO and agreements.