



सत्यमेव जयते

INDIA NON JUDICIAL

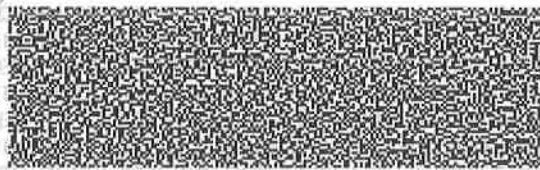
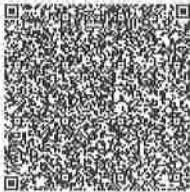
Government of Karnataka

Rs. 4,00,500

e-Stamp

Certificate No. : IN-KA45959897090201U
Certificate Issued Date : 15-Jun-2022 12:52 PM
Account Reference : SHCIL (FI)/ ka-shcil/ JAYANAGAR/ KA-BA
Unique Doc. Reference : SUBIN-KAKA-SHCIL15650106426710U
Purchased by : BUNDL TECHNOLOGIES PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (In any other cases)
Property Description : ADVERTISEMENT PROCUREMENT AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : BUNDL TECHNOLOGIES PRIVATE LIMITED
Second Party : TIMES INTERNET LIMITED
Stamp Duty Paid By : BUNDL TECHNOLOGIES PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 4,00,500
 (Four Lakh Five Hundred only)

Authorised Signatory
For Stock Holding Corporation of India Ltd.



Please write or type below this line

Statutory Aiert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Ltd. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

GOVERNMENT OF KARNATAKA



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 50,000

e-Stamp

Certificate No. : IN-KA55195090763077U
Certificate issued Date : 23-Jun-2022 05:58 PM
Account Reference : SHCIL (FI)/ ka-shcil/ JAYANAGAR/ KA-BA
Unique Doc. Reference : SUBIN-KAKA-SHCIL32894715018245U
Purchased by : BUNDL TECHNOLOGIES PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (In any other cases)
Property Description : ADVERTISEMENT PROCUREMENT AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : BUNDL TECHNOLOGIES PRIVATE LIMITED
Second Party : TIMES INTERNET LIMITED
Stamp Duty Paid By : BUNDL TECHNOLOGIES PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 50,000
(Fifty Thousand only)

Authorized Signatory
For Stock Holding Corporation of India Ltd.



Please write or type below this line

Statutory Alert:

1. The authenticity of this e-Stamp Certificate should be verified at www.shoestamp.com or using e-Stamp Mobile App of Stock Holding Corporation of India Ltd. Any discrepancy in the details in this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the authenticity is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

ADVERTISEMENT COMMITMENT AGREEMENT

This Advertisement Commitment Agreement is executed at Bengaluru on 1 July 2022 (“**Execution Date**”) by and between:

TIMES INTERNET LIMITED, a public company duly incorporated and validly existing under the laws of India, having its registered office at Express Building, 9-10 Bahadurshah Zafar Marg, New Delhi, 110002, India (hereinafter referred to as, the “**TIL**,” which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns);

AND

BUNDL TECHNOLOGIES PRIVATE LIMITED, a private limited company duly incorporated and validly existing under the laws of India, having its registered office at No.55 Sy No.8-14, Ground Floor, I&J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli, Bangalore Karnataka 560103, India (hereinafter referred to as the “**Swiggy**”, which expression shall be deemed to mean and include its successors and permitted assigns).

TIL and Swiggy are hereinafter individually referred to as “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS

- A. The Times Group (*as defined below*) are *inter alia* engaged in the business of creating, developing and maintaining various digital and non-digital media properties and from time to time and in the ordinary course of business enters into arrangements (whether direct or through vendors) for sale of advertising inventory across various media platforms owned and operated by it.
- B. Swiggy, directly or through its Affiliates is involved in the business of, *inter alia*, (i) operating an online marketplace, through its website and application for mobile and handheld devices, that enables transactions between participant restaurants/merchants and customers, and also enabling delivery and other allied services, (ii) running the cloud kitchens, (iii) operating an online marketplace for facilitating transactions between consumers and sellers of groceries and other FMCG, including delivery of such items (“**Swiggy Business**”).
- C. In connection with and for the promotion of the Swiggy Business, Swiggy from time to time and in the ordinary course of business enters into arrangements (whether directly or through vendors) for placement of advertisements across various media platforms and purchase of advertising inventory in this regard.
- D. Swiggy and the Times Group have previously entered into arrangements for sale and purchase of advertising inventory. On account of the success of such past arrangements, Swiggy now intends to purchase from TIL for itself and for the Swiggy Group an inventory of Ads (*as defined below*) in the Media (*as defined below*), having an aggregate value equal to the Inventory Value (*as defined below*) (“**Ad Inventory**”) for a cash consideration of INR 39,67,50,000/- (Indian Rupees Thirty Nine Crore Sixty Seven Lakh Fifty Thousand only) (“**Commitment Amount**”).
- E. The Parties have therefore agreed to record their understanding in relation to the purchase of Ad Inventory by Swiggy from TIL under this Agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

As used in this Agreement, and in addition to any other terms defined in this Agreement, the following terms shall have the following meanings:

“**Ad(s)**” means advertising media, including in the form of native advertisement and display advertisements, as required by Swiggy (in accordance with the terms of this Agreement) and published by the Times Group in Media in accordance with the terms of the Agreement;

“**Ad Inventory**” shall have the meaning ascribed to it in Recital B;

“**Ad Term**” shall mean a period of 36 (thirty-six) months from the First Payment Date (inclusive);

“**Affiliate**” of a Person (the “**Subject Person**”) means (i) in the case of any Subject Person other than a natural Person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls (as defined hereinafter), is Controlled by or is under common Control with the Subject Person, and (ii) in the case of any Subject Person that is a natural Person, any other Person that, either directly or indirectly through one or more intermediate Persons, is Controlled by the Subject Person or who is a relative of such Subject Person or any Person Controlled by such relative;

“**Agreement**” shall mean this Advertisement Commitment Agreement together with the Schedules hereto, as may be amended from time to time;

“**Agreement Month**” shall mean each successive calendar month starting with the calendar month immediately following the Execution Date and ultimately concluding on the date of expiry of the Ad Term (inclusive);

“**Agreement Year**” shall mean each successive 12 (twelve) month period commencing on the Execution Date and ultimately concluding on the date of expiry of the Ad Term (inclusive);

“**Business Days**” shall mean a day, other than a Saturday, Sunday or public holiday, on which banks are open for general banking business in Delhi and Bengaluru;

“**Category**” shall mean any one or more of the following sectors: (i) e-businesses, including but not limited to ‘e-Commerce’, ‘e-Pharma’, ‘Ed Tech’, ‘Fin Tech’ and ride hailing/sharing services; and/or (ii) organized retail;

“**Commitment Amount**” shall have the meaning ascribed to it in Recital B;

“**Control**” (including the terms “**Controlled by**” or “**under common Control with**”) means, in respect of a Person: (a) the direct or indirect beneficial ownership of, or the right to vote in respect of, directly or indirectly, more than 50% (fifty percent) of the voting shares or securities of such Person; (b) the power to control the majority of the composition of the board of directors of such Person; and / or (c) the ability to control the management or policy decisions of such Person including by virtue of affirmative/ veto rights, or any or all of the above;

“**Excluded Categories**” shall mean advertisements broadcast on television by the Times Group pursuant to orders placed by governmental authorities, public sector undertakings, entities within the Times Group and/or local businesses ;

“**First Payment Date**” shall mean such date that is 3 (three) Business Days after the Execution

Date;

“**Holdback Amount**” shall mean INR 15,00,00,000 (Indian Rupees Fifteen Crore);

“**Inventory Value**” shall mean INR 45,00,00,000 (Indian Rupees Forty-Five Crore);

“**IO**” shall mean insertion order issued by Swiggy to TIL for publishing the Ads in the Media, which shall include, to the extent applicable, drawings of advertisements, campaign dates/duration, number of impression/positions, and such other details as may be reasonably required in order for the advertisement to be published in the Media in accordance with Swiggy’s specifications;

“**Media**” shall mean (i) all newspapers, magazines, other print media, published and distributed by Times Group within the Territory (“**Print Media**”); (ii) digital assets and/or internet portals owned and operated by the Times Group (“**Digital Media**”); and (iii) television and radio broadcasting media owned and operated by the Times Group (“**Broadcast Media**”);

“**Person**” means any individual, joint venture, company, corporation, partnership (whether limited or unlimited), limited liability partnership, proprietorship, trust or other enterprise (whether incorporated or not), unincorporated body or association, Hindu undivided family, association, Governmental Authority, or any other entity that may be treated as a person under applicable law;

“**Preferential Terms**” shall mean, with respect to:

- i. Ads proposed to be placed in Print Media, the lowest rates offered by the Times Group (directly or through an agency), to any customer or advertiser of Times Group operating within the Category (in each case excluding the rates offered to Times Group entities), determined in accordance with Clause 4.2 of this Agreement;
- ii. Ads proposed to be placed in Digital Media, the lowest rates offered by Times Group (directly or through an agency), at any time during the Ad Term, to any customer or advertiser of the Times Group (in each case excluding the rates offered to Times Group entities);
- iii. Ads proposed to be placed in Broadcast Media, the lowest rates offered by Times Group (directly or through an agency), at any time during the Ad Term, to any customer or advertiser of the Times Group, other than the advertisements falling within the Excluded Categories;

“**Second Payment Date**” shall mean such date as may be mutually agreed between Swiggy and TIL in writing;

“**Swiggy Group**” shall mean Swiggy and its Affiliates. For clarity, the expression “Swiggy Group” shall not include the investee companies of Swiggy which are not themselves Affiliates of Swiggy (“**Unaffiliated Investee Companies**”) nor any Affiliates of such Unaffiliated Investee Companies

“**Territory**” shall mean the territory of the Republic of India;

“**Times Group**” shall mean TIL and its Affiliates;

2. SCOPE OF SERVICES

2.1 TIL (whether directly or through the Times Group) hereby agrees to provide to Swiggy

Group, and Swiggy directly and/or through the Swiggy Group, agrees to buy from TIL, Ad Inventory of aggregate value equivalent to the Inventory Value during the Ad Term in accordance with the terms of this Agreement, for publication or broadcast (as the case may be) in the Media for a consideration aggregating to the Commitment Amount, payable in the manner as set out in Clause 2.2 below.

- 2.2 As consideration for the Ad Inventory to be provided by the Times Group to Swiggy Group during the Ad Term, Swiggy shall (as an advance) pay to TIL *via* wire transfer of immediately available funds to the designated bank of TIL (as may be notified by TIL to Swiggy in writing):
 - a. on the First Payment Date, an amount equivalent to the Commitment Amount *less* the Holdback Amount;
 - b. on the Second Payment Date, the Holdback Amount.
- 2.3 Notwithstanding anything contained herein, TIL may provide the Ad Inventory either through itself or through any of its Affiliates. Provided that TIL will remain liable and obligated to Swiggy under this Agreement to procure compliance with the terms hereof, by its Affiliates and any intimation or instruction or consent (including the IOs) issued by Swiggy to TIL shall be deemed to have been issued and delivered to the relevant members of the Times Group, as applicable.
- 2.4 For placing the orders in relation to an Ad or a series of Ads, Swiggy shall submit an IO to TIL at least 4 (four) Business Days prior to the date the relevant Swiggy Group entity intends to publish its Ad in the Media (“**Publication Date**”). The relevant Swiggy Group entity shall provide the material required to publish the Ad or a series of Ads in the Media at least 48 (forty-eight) hours prior to the Publication Date. It is specifically clarified that the choice of space and slot in respect of advertisements by Swiggy Group shall be subject to the availability of space or slot, in the concerned Media.
- 2.5 All information to be transmitted or used in an Ad shall be furnished by the Swiggy Group. Swiggy Group shall be solely responsible for, and shall reimburse TIL for any and all hard costs incurred by the relevant Times Group entity in creating or delivering Ad Inventory for Swiggy, including fees for the use of on air personalities, creative services fees (e.g., for developing display), brand lift surveys, reports or data analytics, market research and other costs, that, for avoidance of doubt, in each of the afore mentioned items, are not internal operating costs to the Times Group (collectively, “**Hard Costs**”), provided that TIL has obtained prior written approval from Swiggy to incur such Hard Costs.
- 2.6 For the avoidance of doubt, neither the Commitment Amount nor the Inventory Value shall be set off against any Hard Costs incurred by the Times Group. At the end of each calendar month, TIL shall invoice Swiggy with an itemized list of all Hard Costs paid by it during such calendar month, and Swiggy shall pay to TIL in cash *via* a wire transfer of immediately available funds, in accordance with instructions of TIL, the amount of such Hard Costs (for which its approval had been sought) within 10 (ten) Business days following the date of the invoice issued by TIL.
- 2.7 It is hereby agreed that the following amounts shall not form part of or set off against the Commitment Amount, Inventory Value and/or the Hard Costs: (i) the agency commission, if any, payable by TIL to an advertising agency, if so authorized in writing by Swiggy; (ii) amount payable in relation to any event, sponsorship of an event, and/or any activity that requires TIL to make payment to a third party, as authorized in writing

by Swiggy; and (iii) the Goods and Service Tax payable receipt of Ad Inventory by the Swiggy Group.

- 2.8 Notwithstanding anything contained herein, TIL reserves the right, without liability, to reject, remove and/or cancel any Ads which contain content or links which do not meet advertising specifications of Times Group (as intimated to Swiggy in writing from time to time), at its sole discretion, provided TIL offers prior written intimation to Swiggy highlighting the non-conformity and detailing the reasons for which the Ad is proposed to be rejected, removed or cancelled and the Parties shall for a period of 3 (three) Business Days consult with each other to resolve such non-conformities. Swiggy Group's failure to comply with all applicable requirements of Times Group's advertising specifications (as intimating to Swiggy in writing from time to time) and/or the Codes of The Advertising Standards Council of India may delay or prevent delivery of the Ad(s) for which TIL shall have no liability.
- 2.9 Swiggy hereby grants the Times Group a limited, non-exclusive, royalty-free right to display its Ad(s) (and other related content such as thumbnail photos, as specified by Swiggy) on the designated Media (as specified by Swiggy) for a period specified by Swiggy (during the Ad Term), if an IO has been issued by Swiggy in relation to such Ad.
- 2.10 It is hereby clarified that, subject to Clause 2.8, Swiggy shall at all times have complete control (including creative control) on (i) the content of and the choice of Media for the release of all Ads; and (ii) subject to availability of space and inventory, the timing and duration for the publication of the Ads. It is hereby clarified that nothing contained in this Clause 2.10 shall operate as a guarantee from TIL on the timing and duration of the publication of any Ad, as requested by Swiggy. TIL shall ensure that any advertisements, collateral and marketing materials provided by the Swiggy Group are released only upon such advertisements, collaterals and marketing materials being approved by the Swiggy Group, in writing.
- 2.11 The relevant Swiggy Group entity shall be solely responsible for the content of its Ad(s) and any website or mobile app showcased in such Ad(s) and shall indemnify the Times Group for all loss, costs, and damages suffered by them arising directly from any third party claims for (i) infringement of any third party intellectual property rights; and (ii) violation of applicable law, in each case by the Ad in question published in the Media.
- 2.12 TIL hereby agrees and undertakes that it and the Times Group shall not claim or assert any title to or over all or any of the content, material or information provided by the Swiggy Group, including any and all trademarks, brands, trade names, service marks and logos or any combination thereof or take any action which shall or may impair any right, title or interest in or to the Swiggy Group's interest therein.

3. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that:

- 3.1 it is duly organized and validly existing under the laws of India and has all requisite power and authority to execute this Agreement and carry on its respective business;
- 3.2 it has the full corporate rights, power and authority to enter into this Agreement and to perform the acts required of it hereunder;

- 3.3 the execution of this Agreement does not and will not violate any applicable law and does not constitute a default or breach of any of either Party 's other obligations;
- 3.4 it shall exercise due care and shall comply with all legal and regulatory requirements in the performance of its obligations under this Agreement; and
- 3.5 it shall take such further acts and generally do all such other things as may be reasonably necessary to accomplish the actions contemplated in this Agreement.

4. SERVICE TERMS

- 4.1 It is hereby agreed that during the Ad Term and across all Media, the Swiggy Group shall at all times be provided Preferential Terms.

4.2 Determination of Preferential Terms for Print Media:

- a. Within 15 (fifteen) Business Days of the Execution Date, Swiggy shall provide a list of Ad Inventories within Print Media, for which the Swiggy Group intend to place Ads during the Ad Term ("**Print Inventory Offtake Intimation**"). The Parties agree that such Print Inventory Offtake Intimation shall be issued for informational purposes only and shall not be binding on the Swiggy Group.
 - b. TIL shall, no later than 7 (Seven) days prior to the commencement of each Agreement Month, issue to the Swiggy Group a monthly rate card for such Agreement Month on the basis of the Print Inventory Offtake Intimation, specifying the lowest rates offered or proposed to be offered by the Times Group to customers or advertisers in the Category for Print Media during such Agreement Month, in the format attached hereto as **Schedule I ("Monthly Rate Card")**.
 - c. TIL shall ensure that for a particular Agreement Month, no advertiser or customer of the Times Group, whether booking properties, directly or through an agency, is offered lower rates (excluding the rates offered to Times Group entities) for any inventory forming part of the Print Inventory Offtake Intimation as compared to those set out in the Monthly Rate Card. If, post issuance of a Monthly Rate Card, rates offered by the Times Group to any of their advertisers or customers (other than to the Times Group entities) operating within the Category during the concerned Agreement Month, are reduced from those set out in the Monthly Rate Card on account of any promotional offer, TIL shall simultaneously with the announcement of such promotional offer, intimate the Swiggy Group of the reduction in rates through an update to the Monthly Rate Card ("**Updated Rate Card**") which lower rates shall then be available to the Swiggy Group for purchase of the relevant Ad Inventory during the period of such offer.
 - d. If the Swiggy Group wishes to purchase any Ad Inventory in Print Media during the (i) course of a month that does not form part of the Print Inventory Offtake Intimation; or (ii) calendar month of July 2022, TIL shall make such Ad Inventory available to the Swiggy Group at the lowest price on offer to customers or advertisers of the Times Group (in each case excluding the rates offered to Times Group entities) in the Category for the given combination of editions, type of inventory and day as set out in the relevant IO.
- 4.3 Swiggy is entitled to undertake external benchmarking with other agencies to determine whether the terms offered by the Times Group to the Swiggy Group are equivalent to the Preferential Terms ("**Benchmarking Analysis**"). In the event, based on the Swiggy

Group's benchmarking, Swiggy determines that the terms offered by the Times Group on any one or more IO were not equivalent to the Preferential Terms, TIL shall be obligated to refund an amount to Swiggy equal to the difference between the best price offered to a third party as identified via the Benchmarking Analysis and the price offered to Swiggy, within 10 (ten) Business Days of receipt of a request for a refund from Swiggy. Provided that TIL shall be entitled to dispute the determination of the Benchmarking Analysis in accordance with Clause 8.4 below.

- 4.4 Notwithstanding anything contained herein, it is hereby agreed that Clauses 4.1 and 4.2 shall not be applicable to any co-branded Ads requested by the Swiggy Group, placed for publication or broadcast under this Agreement, the rates for which shall be in equal to standard market rates applicable to such Ads.
- 4.5 The Swiggy Group shall be entitled to utilize the Ad Inventory at any time during the course of the Ad Term, through any number of Ads provided that the aggregate value of all such Ads that are finally published in the Media do not exceed the Inventory Value. Provided that, if duration of publication of any Ad or series of Ads, the IO for which has been delivered prior to the expiry of the Ad Term, exceeds the Ad Term, the Times Group shall continue to be obligated to publish such Ad(s) and perform all its obligations under this Agreement with respect to such Ad(s), until such specified duration has concluded.
- 4.6 In the event any fees for any Ad to be placed on the Media exceeds the then remaining Inventory Value, then Times Group shall not publish any Ad proposed by Swiggy Group unless appropriate fees are paid in advance.
- 4.7 Swiggy is responsible for paying all goods and services tax directly arising out of the purchase of the Ad Inventory by it from the Times Group. If Times Group has the legal obligation to pay or collect taxes for which Swiggy is responsible under this Agreement, the appropriate amount shall be invoiced to and paid by Swiggy, unless Swiggy provides the Times Group with a valid tax exemption certificate authorized by the appropriate tax authority. The invoices raised by TIL in respect of the purchase of Ad Inventory by Swiggy will mention the applicable gross consideration along with the discount of 11.83% on such gross consideration.

5. **TERM**

This Agreement shall come into effect from the Execution Date and shall continue through the Ad Term and any additional duration as may be required pursuant to Clause 4.5 above.

6. **TERMINATION**

6.1 This Agreement may be immediately terminated:

- (i) by either Party if the other Party commits a material breach of its obligations hereunder that is not cured within 90 days' after written notice thereof from the non-breaching party ("**Cure Period**"); or
- (ii) by either Party if a petition in bankruptcy or other insolvency proceeding is filed by or against the other Party, or if an application is made for the appointment of a receiver for the other Party of its property, or if other Party makes an assignment for the benefit of creditors, be unable and fail to pay its debts regularly as they become due, suspend or be caused to suspend business; or

(iii) by the Parties mutually agreeing in writing.

- 6.2 Notwithstanding the foregoing and subject to Clause 2.8, if TIL (or any other member of the Times Group) fails to fulfill at least 20% (twenty per cent) of the IOs received by TIL in an Agreement Year as per the terms of this Agreement, in accordance with the specifications provided by the Swiggy Group, Swiggy shall be entitled to terminate this Agreement with immediate effect and notwithstanding such termination, TIL shall be obligated to refund within 30 (thirty) days of receipt of a notice of termination from Swiggy (via wire transfer of immediately available funds) the entire unutilized portion of the Commitment Amount as received by TIL from Swiggy under this Agreement, as on the date of receipt of the notice of termination from Swiggy.
- 6.3 Survival: The provisions of Clause 1 (*Definitions*), Clause 6 (*Termination*), Clause 7 (*Confidentiality Obligations*) and Clause 8 (*Miscellaneous*) as well as any other provisions of this Agreement necessary to interpret the respective rights and obligations of the Parties hereunder shall survive the termination of this Agreement. The termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior to the date of termination.

7. CONFIDENTIALITY OBLIGATIONS

- 7.1 Definition of Confidential Information: The term “Confidential Information”, as used herein, shall mean all business strategies, material, data, plans and procedures, proprietary information, software, tools, processes, methodologies, data, deliverables, services, data, database and trade secrets, and other confidential information and materials of the Disclosing Party, its Affiliates, their respective clients or suppliers, or other persons or entities with whom they do business, that may be obtained by the Receiving Party from any source or that may be developed as a result of this Agreement.
- 7.2 Obligations of Confidentiality and Non-Use: Each Party (in such capacity, the “**Receiving Party**”) acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (in such capacity, the “**Disclosing Party**”) hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party’s Confidential Information to any person other than those employees, agents, and licensees of the Receiving Party, or its affiliates, in each case who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all reasonable steps to prevent unauthorized access to the Disclosing Party’s Confidential Information, and (ii) shall not use the Disclosing Party’s Confidential Information, or authorize other persons or entities to use the Disclosing Party’s Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder. As used herein, “reasonable steps” means steps that a party takes to protect its own, similarly confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care. Obligations of Confidentiality shall survive till 3 years from the date of this Agreement.
- 7.3 Exclusions: The provisions of this Clause regarding Confidential Information shall apply only to the extent, that such Confidential Information is: (i) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order (provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a

reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).

8. MISCELLANEOUS

- 8.1 Assignment: No rights, liabilities, or obligations under this Agreement shall be assigned by either Party hereto without the prior written consent of the other Party, provided that the restrictions under this Clause 8.1 shall not apply to Affiliates of either Party (subject to Clause 2.2 of this Agreement). This Agreement shall be binding upon and inure to the benefit of the Parties, their Affiliates and their respective successors and permitted assigns.
- 8.2 Stamp Duty: Stamp duty payable in respect of this Agreement shall be borne by Swiggy.
- 8.3 Governing Law: This Agreement and any dispute or claim between the Parties relating to this Agreement shall be governed by and construed in accordance with the laws of India. Subject to Clause 8.4 below, the Courts at Karnataka shall have exclusive jurisdiction for any matters arising out of this Agreement.
- 8.4 Dispute Resolution & Arbitration: All disputes, claims or differences arising out of or in connection with the execution, interpretation and performance of this Agreement shall be referred to arbitration under the Arbitration & Conciliation Act, 1996, as amended from time to time. The arbitral tribunal shall be composed of a sole arbitrator appointed with mutual consent of the Parties. The seat and venue of arbitration shall be Bangalore, Karnataka. The arbitration proceeding shall be held in English language. Each Party shall bear and pay its own costs and expenses in connection with the arbitration proceedings unless the arbitrators direct otherwise.
- 8.5 Notices: Notices, demands or other communication required or permitted to be given or made under this Agreement by any Party to the other shall be in writing, in English language and delivered personally, or sent by registered mail postage prepaid, or courier, or electronic mail, addressed to the concerned Party at the address set forth herein below or any other address subsequently notified in writing to the other Parties. For the purposes of this Clause 8.5, a notice shall be deemed to be effective (a) in the case of a registered mail with certified mail receipt requested, 7 (seven) days after posting, (b) in case of courier, 2 (two) days after dispatch by the Party through a reputed overnight delivery service, (c) in case of electronic mail (with delivery receipt requested), on receipt of a valid delivery receipt from the intended recipient, and (d) in case of personal delivery, at the time of delivery.

If to TIL:

Address: Ecstasy IT Park, Plot 391, Phase III, Udyog Vihar, Sector 20, Gurugram, Haryana 122016.

Attention: Mr. Sahil Vohra, General Counsel

Email: sahil.vohra@timesinternet.in, investornotices@timesinternet.in,
corpdev@timesinternet.in

If to Swiggy:

Address: No. 55, Sy No.8-14, Ground Floor, I & J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli, Bengaluru - 560103

Attn: Mr. Ashish Lingamneni, Mr. Lakshmi Nandan Reddy Obul, Secretarial Team

Email: ashish.l@swiggy.in; nandan@swiggy.in; secretarial@swiggy.in

Any notice given under this Agreement, outside working hours, in the place to which it is addressed, shall be deemed not to have been given until the start of the next period of working hours in such place.

- 8.6 Amendment: No addition, modification or amendment of this Agreement shall be effective or binding on either of the Parties hereto unless agreed in writing and executed by the respective duly authorized representatives of each of the Parties hereto.
- 8.7 Independent Entity: Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship in any manner whatsoever between the Parties. Further, nothing herein shall be deemed to confer on any Party any authority to incur any obligation or liability on behalf of the other Party.
- 8.8 Severability: Any provision of this Agreement that is determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement.
- 8.9 Waiver: No term or provision of this Agreement will be considered waived by either Party, and no breach consented to by either party, unless such waiver or consent is in writing signed on behalf of the Party against whom it is asserted.
- 8.10 Third Party Beneficiaries: Except as expressly stated herein, nothing in this Agreement shall confer any right or benefit upon any person or entity other than the Parties hereto and their respective successors and permitted assigns.
- 8.11 Authorized Signatories: Each Party represents and warrants that the individual signing this Agreement on its behalf is fully authorized to execute and deliver this Agreement.
- 8.12 Entire Agreement: This Agreement sets forth and shall constitute the entire agreement between TIL and Swiggy with respect to the subject matter hereof, and shall supersede any and all prior agreements, understandings, promises and representations made by one Party to the other concerning the subject matter.
- 8.13 Execution and Delivery: This Agreement 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 any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in “portable document format” shall be as effective as signing and delivering the counterpart in person.
- 8.14 Neither party shall disclose the terms or conditions of this Agreement or make any public statement regarding the relationship contemplated by this Agreement to any third party except government regulatory authorities.

Signed and delivered for and behalf of
BUNDL TECHNOLOGIES PRIVATE LIMITED



By: Rahul Bothra
Title: CFO

Signed and delivered for and behalf of
TIMES INTERNET LIMITED



By: Sahil Vohra
Title: Authorized Signatory

Schedule I
Format of Monthly Rate Card

Publication	Editions	Page Position	Day of the week	Size of the ad (Sq cm)	Gross rate per sq cm (Rs per sq cm)	Combo Rates*

Rates quoted include agency commission

*Combo Rates to be shown separately as for top 8 metros, 6 metros or all India rates as applicable.

Representative Sample

Publication	Editions	Page Position	Day of the week	Size of the ad (Sq cm)	Gross rate per sq cm (Rs per sq cm)
Times of India	All Editions	Front page	Friday-Sunday	Vertical Half Page	
Times of India	Top 3 editions	Gtd Top Jacket	Friday-Sunday	Jacket	
TIMS (City Supplement)	Top 8 editions	Jacket Page 1& 2	Monday-Thursday	Jacket	
Bangalore Times	Bangalore	Page 3 / Back Page	Friday-Sunday	Horizontal Half Page	
E Samai	Kolkata	Page 5	Monday-Thursday	Full Page	
Navbharat Times	Delhi	Any Inside Page	Monday-Thursday	Quarter Page	
Maharashtra Times	Mumbai	Front Page	Friday-Sunday	Quarter Page	

Rates quoted include agency commission