

TV 18

Network 18

ANANDRATHI
Private Wealth. uncomplicated

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Deal Period – 1st January 2023 to 31st March 2024

TV18 Broadcast Ltd.

CIN L74300MH2005PLC281753

Reg. Office: Empire Complex, 1st Floor, 414, Senapati Bapat Marg, Lower Parel, Mumbai 400 013, India.

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Sub: CNBC-TV18 PROPOSAL FOR ANAND RATHI WEALTH LIMITED

22ND December 2022

To,
Mr. Feroze Azeez
Anand Rathi Wealth Limited

Further to our discussions, please find below our partnership proposal for CNBC TV18 and ANAND RATHI WEALTH LIMITED for Content Partnership

About News18 Studios

News18 Studios is a specialized Knowledge Team of the Network18 group, which helps varied businesses reachout to consumers and customers, through a host of customized strategic solutions as well as innovative special programming.

Utilizing the full spectrum of multimedia options available, News18 Studios provides a neutral and credible platform for delivering your messages to desired audiences and allow for focused and objective communication which no other media can provide so effectively, or so impact fully.

News18 Studios professionalizes in various AUDIENCE DELIVERY formats like On-Air Special Shows, Events, Special Content creation and Online Branding, or utilizing our varied expertise of creating special interest television & multimedia properties, or even using the support of our expert and world-class editorial team...weat News18 Studios deliver captive audiences through utilization of the right media, which may result in Tangible gains for your Brands.

The News18 Studio's spirit is partnership, which goes beyond the regular & has futuristic touch to it in terms of revolutionizing effective media usage.

HNI / UHNI Segment Boom in India

The number of ultra-high-net worth-individuals, having net assets of USD 30 million (about INR 226 crore) or more, in India increased 11 per cent last year on the back of buoyant equity markets and digital revolution, according to Knight Frank. India also ranked third in billionaire population globally in 2021. US is number one with 748 billionaires, followed by Chinese mainland at 554 billionaires and India with 145 billionaires. The number of UHNWIs in India grew to 13,637 in 2021 from 12,287 in the previous year. The consultant has pegged the number of UHNWIs growing 39 per cent by 2026 to 19,006 from 13,637 in 2021.

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Concept

With growing economy and India fast becoming the global business epicenter in the coming decade, the HNI / UHNI segment is poised to further increase at a fast pace. CNBC-TV18; India’s premier destination for business news has been at the forefront in providing relevant insights, research and perspective on various news which helps this community make informed business / investment decisions. Hence, CNBC-TV18 in partnership with Anand Rathi Wealth Limited to launch a special segment which provides key investment insights to the ever growing aspiring HNI community. This will be our special endeavor where for the 1st time the HNI / UHNI investors will share key insights into their experience of investment journey for the aspiring HNI audience engaged on CNBC-TV18. They will share their experience of wealth creation journey he has had over the years & key life learning.

Format

Anand Rathi Wealth Management to conduct 64 webinars in the year where they will invite their HNI / UHNI clients as the expert on the webinar sharing their key insights on wealth management. The webinar will be led by Mr. Feroze Azeez; Deputy CEO Anand Rathi Wealth Limited and will have the representation from other senior representative from the organization. As one of the segment we will also have a CNBC-TV18 representative anchor who will ask 3 - 5 relevant questions to the expert.

The respective HNI / UHNI expert will invite their friends and family as the audience in the webinar which will be facilitated by Anand Rathi Wealth Management. Due to the personal association with the audience the content will be much more relatable and will have a strong reason to believe. This platform also provides an opportunity to the HNI audience to share their investment experience to their close friends and family. With this agenda, it will help a potential HNI to understand, what does it really take to become an HNI investor.

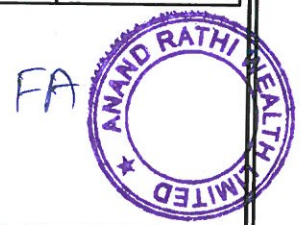
CNBC-TV18 - Content Distribution

Key highlights of this webinar will be aired on CNBC-TV18 as a 3 min weekly segment. To ensure the content is viewed by the right audience the segment will be aired within the super prime time commercial break of Smart Money show. Below are the timings of the show within which this segment will be aired;

- FRIDAY - 3:30 PM
- SATURDAY - 10:00 AM
- SUNDAY - 10:30 AM

Deliverable Sheet

| Platform | Element | Total Original Creatives | Frequency per Week | Total Nos Of Spots | Duration Per Spot | Total Seconds |
|-----------|-----------|--------------------------|--------------------|--------------------|-------------------|---------------|
| CNBC-TV18 | Vignettes | 64 | 3 | 192 | 180 | 34560 |



Investment: INR 1,00,36,000 Net + Taxes

Deal period: Jan'23 - March'24

Payment Terms: 100% payment to be done in advance at time of signing the deal.

STANDARD TERMS AND CONDITIONS

The Deal for advertisement will be duly signed by the Advertising Agency/Advertiser and the Broadcaster and the same should be treated as a contract binding on the parties and the terms and conditions mentioned herein will be considered as the final document of understanding and no other document/s will be taken into consideration to form a part of this Deal.

| | |
|----|--|
| 1 | The Deal will be for a total value of INR 1,00,36,000 Net + GST for the Deal period 1st Jan 2023 to 31st March 2024 and if the same is not confirmed by 23rd Dec 2022 rights to revalidate or renegotiate will be with the Broadcaster. |
| 2 | Airing of this Deal is restricted within the territory of India only (spill over exempted) Spill overs should not be considered as any kind of sale under this Deal. |
| 3 | The Broadcaster will have the final discretionary rights on all content (on air, on ground and online) |
| 4 | The deliverables and cost are exclusively for this deal and will not be applicable to extension or other deals |
| 5 | Govt. Tax and/or all other duties / levies and/or any Cess, as applicable from time to time, over and above the deal value shall be borne and paid by the advertising agency / advertiser. |
| 6 | Utilization of Deal deliverables on a channel has to be completed within the Deal period. In case of underutilization of the Deal value, the differential shall be billed to the advertiser and the advertisers' agree that the same will be honored. |
| 7 | No breaks will be allowed in between the Deal period, unless the channels have to do so due to unavoidable circumstances. |
| 8 | All promos will be aired on ROS basis on 24 hours wheel. All episodes will air on weekend (Saturday / Sunday) between 1500-1800 hrs |
| 9 | There will be a clear mention of "Sponsored feature" or "special feature", indicating brand solutions and not editorial content. |
| 10 | Advertising Agency/Advertiser shall not have the right to either re-negotiate or terminate this Deal. |
| 11 | The Advertising Agency/Advertiser will acquire requisite permissions from the advertiser for the Broadcaster, if the Broadcaster after the completion of the Deal period chooses to repeat telecast/broadcast, license, syndication of contents of its programs wherein the contents will and/or may consist of the logo and/or brand name of the Advertiser, the Broadcaster may/will not amend / delete the logo and/or brand name of the Advertiser from its program(s) and will have all the right to Deal with the logo and/or brand name in the manner it deems fit. The Advertising Agency/Advertiser will be responsible for any such claims / allegations, if any, made by the advertiser for the aforesaid |
| 12 | Re-schedules will be accepted by the Broadcaster only if the said request is received by the Broadcaster 7 (Seven) working days prior of the scheduled telecast of the spot ,and cancellations, if |

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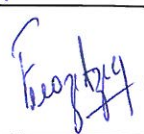
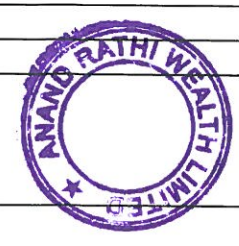
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| | any will require 14 (Fourteen)working days' notice. Any cancellations raised in a month the Authorized Advertising Agency / Advertiser will ensure "make good" for the same within a month. |
| 13 | Duration of sponsorship tag is subject to change at the discretion of the Broadcaster and does not form the part of any committed Deal. |
| 14 | The Broadcaster shall have the right to drop/delay/reschedule the broadcast of any advertisement due to any editorial requirements including but not limited to breaking news events, coverage of important events etc. despite agreeing to any special conditions (including placement of advertisements in the same commercial breaks/running of two simultaneous broadcasts of the same advertisement etc. stipulated in the Release Order and the same will not be disputed by the advertiser. In case of breaking news the scheduled telecast of the series can be differed to the next subsequent weekend with prior intimation. |
| 15 | Telecast Certificate's will not be issued for ANY kind of NON-FCT components and the Advertising Agency/Advertise shall accept the same. |
| 16 | Broadcaster will raise bills (in duplicate) on the Advertising Agency for an Advertiser and arrange to send the same to the Advertising Agency for onward delivery to the respective Advertiser. |
| 17 | Broadcaster will be sending electronic Bills to the Advertising Agency for the advertisement telecast on the channel through an Email sent to the authorized email ID of the Advertising Agency/Advertiser as officially communicated in writing or as mentioned in the Deal. Such Electronic delivery of the bills shall be considered as valid delivery of the bills and would be binding on the Parties. |
| 18 | Payment Terms : |
| 19 | Advance part of the payment to be at the time of signing the deal Payment for the rest will need to be made whenever the bill gets due All payments will be made against the Bills in Indian Rupees and will be paid to the Broadcaster Directly |
| | Bills submitted by the Broadcaster to the Advertising Agency/ Advertiser are to be considered as the final proof of telecast |
| 20 | The fee/ consideration mentioned in this contract is excluding applicable Tax, which shall be charged separately as per the applicable rate. Please note that the Broadcaster undertakes the responsibility for payment of applicable tax and in no situation applicable Tax shall be payable by the service recipient under reverse charge, unless the contract specifically provides otherwise. The Broadcaster shall charge the applicable tax on its bill, collect the same from the service recipient and deposit such tax with the Government Authorities |
| 21 | All bills overdue for more than 30 days will attract interest @ 2% per month and the same will not be disputed by Advertising Agency/Advertise |
| 22 | All the disputes and differences arising between the parties hereto, including any dispute or difference in regard to this Deal will have the jurisdiction in India and the applicable laws will be Indian Laws. |
| 23 | Advertising Agency/Advertiser will ensure that the content/commercial submitted is/are not obscene or blasphemous or defamatory of any event and/or person deceased or alive and will be as per the guidelines Advertising Standards Council of India and such other Indian laws and the responsibility of the same will be borne by Advertising Agency/Advertise and not Broadcaster |



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| 24 | Advertising Agency/Advertiser agrees to indemnify and keep safe the Broadcaster from and against all and/or any claims, costs, and proceedings, by any other person, party, company or organization. Advertising Agency/Advertiser shall also hold the Broadcaster harmless against any form of legal proceedings that might for any reason in respect of this Deal |
| 25 | The Advertising Agency/ Advertiser agrees to abide by all the rules and regulations , directions, notifications, orders, awards, etc. laid down by any government, semi government, local bodies, authorities etc. |
| 26 | The agency hereby represents and warrants to the broadcaster that: (a) the advertisement does not violate rights of any third party including but not limited to that of the music composer, lyricist, singers and that of music publisher; (b) all rights including the copyright in the advertisement is owned by the advertiser for the purpose of its broadcast on the broadcaster's TV channels and/or digital platforms; (c) any and all performance royalties payable to the authors of the works incorporated in the content of the advertisement has been or shall be paid by the advertiser or the agency on behalf of the advertiser; and (d) communication to the public shall be deemed to have been done by the advertiser at whose instance the broadcaster broadcasts the advertisement on its TV channels and/or digital platforms." |

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|------------------|----------------------------|--|
| Parties | For TV18 Broadcast Limited | FOR ANAND RATHI WEALTH LIMITED |
| Person | SANGEET MEHTA | |
| Date | 22nd DECEMBER 2022 | 22nd |
| Signature | |   |
| GST No. | 27AACCG3666M1Z7 | |

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