

**ADVERTISING AGREEMENT**

THIS ADVERTISING AGREEMENT ("**Agreement**") is made on this 9<sup>th</sup> day of August 2023 ("**Execution Date**") and shall be effective from this 18<sup>th</sup> day of August, 2023 ("**Effective Date**") at Bangalore, India by and between:

**ITW Catalyst Private Limited**, a company incorporated under the Companies Act, 2013, vide CIN No: U92410KA2011PTC058971, having its registered office at #16/1, 1st Floor, AVS Compound, 80 Feet Road, 4th Block, Koramangala, Bangalore- 560034, represented by Mr. Kumar Manoj S. (General Manager - Finance) (hereinafter referred to as "**ITW**", which expression shall unless it be repugnant to the context or meaning thereof being deemed to mean and include its successors and assigns) of the **FIRST PART**;



**AND**

**Jay Jalaram Technologies Limited**, a company incorporated under the Companies Act, 1956, bearing CIN: L32202GJ2012PLC068660, listed on the National Stock Exchange with the ticker 'KORE', having its registered office at No. 103, Shail Mall, B/H Girish Cold Rink, Shilp char Rasta, CG road, Navrangpura, Ahmedabad, Gujrat 380009 India (hereinafter referred to as "**Client**", which expression shall unless it be repugnant to the context or meaning thereof being deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

In this Agreement, ITW and Client are individually referred to as a "**Party**" and collectively as "**Parties**" hereto, as the context may require.

**WHEREAS:**

- A.** ITW is a consulting firm engaged in sports consulting, sports marketing, sponsorships, events, content production and syndication, talent management, public relations and digital marketing. As part of its business activities, ITW carries on the acquisition, buying, selling, procuring, sponsoring, commissioning, production, advertising and marketing of sports programmes, entertainment events and concerts, software for their exhibition, distribution and dissemination on TV channels. It also carries out activities associated with management of celebrity talent, production and execution of large public events, as well as PR activities.
- B.** The Client is inter alia engaged in the business of multi-brand retail selling of smart phones and allied accessories from existing smart phone manufacturers and multi-brand retail selling of consumer durable electronics goods like smart TVs, air conditioners, fridges, coolers etc. from various brands, under the brand name "**Kore Mobile**" ("**Brand**").
- C.** The Client is desirous of procuring certain advertising rights during the India Tour of Ireland Cricket Series 2023, the respective schedules for which are provided under **Schedule - I** ("**Event**").

For Jay Jalaram Technologies Limited  
  
 Chairman Cum Managing Director

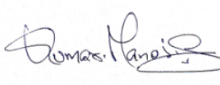

- D. In lieu of the timely payment of the Fee (defined herein), ITW has agreed to facilitate in favour of the Client the leading arm branding rights and certain other advertising rights in relation to the Event (defined herein) and more particularly described in **Schedule - II** ("Details of Deliverables/Rights") of this Agreement.
- E. Pursuant to discussions, Client and ITW have agreed to enter into this Agreement on the terms and conditions stated hereunder, to record the understanding of the Parties with respect to the rights, obligations, deliverables and responsibilities of each of the Parties.

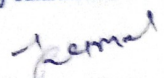
**NOW THEREFORE in consideration of the mutual covenants and obligations as set out hereunder and in lieu of consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:**

### 1. DEFINITIONS

In this Agreement, the following expressions will have the following meanings unless the context otherwise requires:

- a. "**Affected**" shall mean to include but not limited to cancellation, curtailment, postponement, abandonment of a particular Match (defined below) or the entire Event.
- b. "**Agreement**" means this Advertising Agreement, as amended, supplemented or replaced or otherwise modified from time to time and any document which amends, supplements, replaces or otherwise modifies this Agreement, together with all the schedules as set out hereunder.
- c. "**Applicable Law**" means any applicable statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, approval, directive, guideline, corrigendum, policy or restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, as of the Execution Date or thereafter and, in each case, as amended from time to time.
- d. "**Brand**" shall mean "Kore Mobiles".
- e. "**Business Day**" means any day (excluding Sunday and Saturday).
- f. "**Client's Logo**" means the logos and/or trademarks (whether registered or unregistered) of the Client
- g. "**Confidential Information**" shall mean any information in tangible and intangible format including without limitation pertaining to the documents, records, information, data (written, verbal or electronic) product plans, designs, procedures, marketing plans processes, developments, methodologies, strategies, intentions, market opportunities, plan of operations, or any information which is not in the public domain, financial information, trade secrets, intellectual properties, know-how, any information derived from such business information,

For Jay Jalaram Technologies Limited  
  
 Chairman Cum Managing Director

any information pertaining to the transaction contemplated herein, or any information that may have commercial value for the business of either Party, the disclosure of which shall be detrimental to the interest of such Party whether received orally, in writing or in electronic format, from or on behalf of the disclosing party.

- h. "**Cricket Board(s)**" shall mean and include the International Cricket Council ("**ICC**"), Cricket Ireland ("**CI**"), the Board of Control for Cricket in India ("**BCCI**") and any such competent authority, *as applicable*.
- i. "**Cricket Ireland**" shall mean the Irish Cricket Union Company Limited by guarantee.
- j. "**Cricket Ireland Logo**" means the Cricket Ireland logo and Cricket Ireland banner mark or such other logo as may replace same as the primary logo of the Cricket Ireland from time to time;
- k. "**Cricket Ireland Marks**" shall mean and include all marks, logos, labels, taglines, slogans or any other commercial identification related to Cricket Ireland including the Composite Marks (defined below) of the Event.
- l. "**Client Marks**" the logo as set out in **Schedule - IV** or are designated as such by the Client and provided by Client to ITW from time to time.
- m. "**Composite Marks**" a composite logo developed by the Parties which incorporates a Client Mark into the composite template owned by Cricket Ireland and incorporating Cricket Ireland Marks.
- n. "**Deliverables**" shall collectively mean the list of deliverables, in accordance with the terms of this Agreement and as described in detail under **Schedule - II**
- o. "**Dispute**" shall have the meaning ascribed to it in clause 13.3 of this Agreement.
- p. "**Fees**" shall mean the fee payable by the Client in relation to the Deliverables and facilitation of Rights (as defined below) in the Event, as provided under **Schedule - III**.
- q. "**Force Majeure Event**" means any event affecting the performance of the obligations of the Parties under this Agreement arising from or attributable to acts, events, regulations, restrictions, omissions, accidents or non-performance which are unforeseen and beyond the reasonable control of such Party and which could not reasonably have been prevented by such Party including, without limitation, any acts of god, war, rebellion, sabotage or riots, floods, unusually severe weather, rains, floods, earthquake, drought, lighting, fires, explosions or catastrophes, the acts or omission of the government or other competent authorities, any other concerted acts of workmen structural damage, epidemic, pandemic or other natural physical disaster, failure or shortage of power supplies, technical errors, failure of delivery mechanism, military operations, crowd disorder, strike, lock-outs or other industrial action, nationwide/ statewide/ regionwide mourning, terrorist

Thomas Nandis



For Jay Jalaram Technologies Limited

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Chairman Cum Managing Director

- action or threat, civil commotion or other occurrences, and any legislation, regulation, ruling or omissions of any ruling or governing authority;
- r. "**Governmental Authority**" means any governmental or statutory authority, government department, commission, board, tribunal, court or other entity, authority or body authorized to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, a government or any state or other subdivision thereof or any municipality, district or other subdivision thereof including Cricket Boards having jurisdiction pursuant to Applicable Law;
- s. "**Losses**" means all losses, liabilities, costs, (including legal costs), charges, expenses, (whether or not resulting from third party claims), including those resulting from actions, proceedings, claims and including interests and penalties with respect thereto and out-of-pocket expenses, including reasonable attorneys' and accountants' fees and disbursements.
- t. "**Match(s)**" shall mean all the T20I matches to be played during the Term during the Event.
- u. "**Person**" shall mean any individual, a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, including any Governmental Authority or other entity (whether or not having a separate legal personality).
- v. "**Player**" means and refers to a cricketer included in the squad of players comprising a Team.
- w. "**Player Imagery**" the name, image, likeness, voice, signature, or any other protectable symbol, work or mark associated with the respective Player.
- x. "**Promotional Activity**" means any marketing by the Client or on its behalf in association or connection with or utilising the Rights, including but not limited to its exercise of the Rights, all advertising materials, public relations, promotional offers, websites and webpages, community and store events, road shows, branded products and all other activation of the Rights or marketing or promotional activities associated with the Rights.
- y. "**Rights**" shall collectively mean the Ireland team jersey leading arm sponsorship rights and advertising rights in the Event, as provided under **Schedule - II** of this Agreement.

## 2. FACILITATION OF RIGHTS

- 2.1 In consideration of the obligations, warranties, restrictions and undertakings of the Client and conditional upon timely payment of the Fees as defined and provided hereunder, and subject to the terms and conditions and rules and regulations of the Cricket Boards, ITW agrees to facilitate the Rights, as detailed exhaustively in **Schedule - II**, as per the terms of this Agreement.



- 2.2 It is agreed and understood between the Parties that the Rights facilitated under this Agreement are non-exclusive in nature and notwithstanding anything contained in this Agreement, it is specifically agreed between the Parties that ITW shall facilitate similar Rights in relation to the Event to any Person on similar terms and conditions.
- 2.3 Any rights that are not specifically facilitated under this Agreement shall remain reserved in favour of ITW. Involvement, appointment or use of the Cricket Ireland Marks and/or Composite Marks by the Client in exercise of the Rights facilitated under this Agreement, unless otherwise agreed upon between the Parties in writing, shall at all times be subject to prior written approval of ITW (emails permitted).
- 2.4 The Client agrees and acknowledges that the Rights are subject to any restrictions, conditions and/or exclusions which may be imposed by the Cricket Boards, and/or any other local authorities having jurisdiction over the Cricket Boards or by virtue of local laws and regulations, and the Client agrees to comply with such conditions and restrictions that may be applicable on the exploitation of such Rights. Additionally, the facilitation of the Rights and the manner of exploitation of the Rights will be subject to the approval of the Cricket Boards, and ITW.

### 3. TERM

- 3.1 This Agreement shall commence and will be effective from the aforementioned Effective Date and shall continue until the last date of the Event i.e., 'India Tour of Ireland Cricket Series 2023', i.e., 23<sup>rd</sup> August, 2023 as mentioned in **Schedule-I** or until the payment obligations of the Client under this Agreement have been completed, whichever is later ("**Term**"). The Parties agree that the usage of the Rights facilitated herein are for a period commencing from the first Match of the Event and expiring on the conclusion of the last Match of the Event unless otherwise mutually agreed between the Parties in writing.

### 4. CONSIDERATION

- (a) As consideration for the facilitation of the Rights under this Agreement, Client shall pay ITW the Fees as more particularly provided under **Schedule - III** of this Agreement and the Fees shall be payable as per the payment timelines provided under **Schedule - III**.
- (b) The Parties agree and acknowledge that the payment of Fees shall be subject to Tax Deducted at Source ("**TDS**"). The Client shall pay to ITW after deducting applicable TDS (as provided under the Income Tax Act, 1961 or any statutory amendments thereof). The Client shall provide ITW with proof of deposit of TDS with the tax authority as per the time limits prescribed under Applicable Law.
- (c) It is agreed by and between the Parties that the payment of the Fees within the stipulated time under **Schedule - III** is the essence of this Agreement. Payments towards Fees shall be made within the stipulated time on which such payments have become due and payable. In the event of non-payment of the Fees or any part thereof as per the timelines contained herein, the Client shall be liable to pay interest at the rate of 18% (eighteen per cent) per annum for

For Jay Jalaram Technologies Limited  
  
 Chairman Cum Managing Director

the period commencing from the date on which the payment of Fees has become due and payable till the date of receipt of actual payment.

- (d) In the event that the Client fails to perform its obligations in accordance with this Agreement or in the event that this Agreement is terminated on account of any breach of the covenants, stipulations, obligations, representations or warranties on the part of the Client, ITW shall, without prejudice to the other remedies available to it under Applicable Law or under this Agreement, be entitled to retain the entire Fees or such part thereof as it may in its sole discretion determine.
- (e) The Client agrees and acknowledges that on giving a written confirmation of the participation in the Event in any form including emails, shall be construed as a valid acceptance forming a binding agreement pursuant to this Agreement. Cancellation by the Client will be considered material breach of the Agreement and Client shall be liable to pay 100% (one hundred per cent) of the total Fees as penalty for such cancellation.



## 5. OBLIGATIONS OF PARTIES


### 5.1 Obligations of ITW

ITW shall be responsible for facilitating the deliverables as per Schedule-II (Details of the Deliverables and Rights) of the Agreement.

### 5.2 Obligations of the Client

- (a) Client shall exercise the Rights strictly in accordance with the terms of this Agreement;
- (b) Client shall not, during the Term of this Agreement or after its expiry, develop and/or undertake any promotional, advertising or marketing activity, or otherwise exploit any of the Rights, whether individually or in association with any third party, without the prior written consent of ITW;
- (c) Client shall ensure that the exercise of any of the Rights in terms of this Agreement is in accordance with the Applicable Law and/or rule, regulation or order of any Governmental Authority and that no restriction is imposed under the Applicable Law which may restrict the Client from exercising any of the Rights as set out hereunder;
- (d) Client undertakes that the Rights shall not be exercised in a manner which, in the opinion of ITW, is or might be prejudicial or defamatory to ITW, Cricket Boards, and/or the Event. The Client shall not, either during the Term or anytime thereafter, make any statements that may be construed as defamatory or derogatory, or take part in any activities which are or might be reasonably regarded as derogatory or detrimental, to the reputation, image or goodwill of ITW, Cricket Boards, and/or the Event or other brands and third parties associated with the Event; and

For Jay Jalarum Technologies Limited  
  
Chairman Cum Managing Director

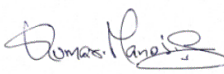
- (e) The Client shall ensure that it shall fully comply with all the additional terms and conditions contained under **Schedule - II** of this Agreement.

## 6. CONFIDENTIALITY AND NON-DISCLOSURE

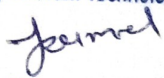
- 6.1 Parties agree that all Confidential Information disclosed by either Party ("**Discloser**"), learned by the other Party ("**Recipient**") during discussions prior to and after execution of this Agreement, or any information, data and/or matters contained in documents and/or materials to which the Recipient may have gained access to, during the Term, or any aspect whatsoever of the Discloser's business or operations (whether existing or future operations) or the terms and conditions of this Agreement, shall be kept and shall be maintained as strictly confidential and as such shall not be used, disclosed or made available to any third party, without the prior written approval of the Discloser. Any such confidential materials may be shared only with those employees/ personnel of the Recipient who have a need to know, and subject to such employees/ personnel being bound by similar or more stringent confidentiality obligations. Neither Party shall make any statements to the press or any media service regarding the Agreement without the prior written approval of the other Party(ies).
- 6.2 The provisions of this Clause 6 shall survive the expiry or early termination of this Agreement, in accordance with Clause 10.1 of this Agreement.

## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Client represents and warrants to ITW that the Client has all necessary registrations, permissions, approvals, license and/ or ownership over any and all the intellectual property or other content shared by the Client with ITW. The Client hereby represents that the display of any intellectual property shared by the Client with ITW under this Agreement will not violate any Applicable Law or infringe on the intellectual property rights of any Person. It is expressly agreed amongst the Parties that this Agreement in no way grants any Party express or implied title, ownership or any other interest in the intellectual property belonging to the other Party which may be included or embodied therein. It is being understood that such intellectual property shall at all times remain the exclusive property of the respective Parties.
- 7.2 The Client shall not obtain any right, title or interest in Event marks including the composite logo marks, and all goodwill in the Event marks shall inure to the relevant Cricket Board.
- 7.3 The Client shall obtain the prior written approval of ITW for any and all advertising or promotional materials to be used by the Client, Client's marks and/or its products or services with the Event and/or any Match. Upon notification by ITW, Client shall ensure that it immediately withdraws any advertising or promotional material in circulation which either is not in a form which has been approved pursuant to this Clause or which having been approved is in the reasonable opinion of, required to be withdrawn to protect the image of the Cricket Boards, the game of cricket, the teams, the players and/or the Event marks.
- 7.4 The obligation contained under this Clause 7 shall survive the expiry or early termination of this Agreement, in accordance with Clause 10.1 of this Agreement.


For Jay Jalaram Technologies Limited

  
Chairman Cum Managing Director

**8. REPRESENTATIONS AND WARRANTIES**

8.1 Each Party represents and warrants to the other Party that:

- (i) It is a company duly incorporated under the laws of India, as stated above;
- (ii) It has the power and authority to enter into and perform this Agreement and the transactions contemplated by it and its entry into and performance of this Agreement and the transactions contemplated by it, does not constitute a breach of any obligation or default of any other agreement/arrangement by which it is bound;
- (iii) The Person executing this Agreement is duly authorized to do so;
- (iv) Nothing contained herein conflicts with any of the provisions of the memorandum and articles of association or similar or other documents relating to the incorporation;
- (v) There are no litigations or any legal proceedings pending or contemplated or threatened by or against any Party hereto, that would materially or adversely affect and/or deter performance under this Agreement;

8.2 The Client hereby represents, warrants and undertakes that:

- (i) it shall pay the Fees to ITW as per the dates specified herein in a timely manner;
- (ii) it shall pay all cost associated with the enjoyment of the Rights as advised by ITW as per the payment timelines stated under Schedule III of this Agreement;
- (iii) it is duly authorised to use the Client Marks and to grant the Rights to the usage of same as contemplated by this Agreement;
- (iv) The Client shall not establish a website relating to the Team and/or the Event nor use the Rights in connection with any website save as expressly provided for in this Agreement;
- (v) The Client shall observe and abide by all regulations which are applicable to the Team and/or the Event or to the activities of advertisers or sponsors in connection with the Team and/or the Event;
- (vi) The Client shall promptly observe and comply with any approvals process of ITW and with all reasonable instructions, directions or regulations issued by ITW on behalf of the Cricket Boards in respect of the exploitation of the Rights.



**9. FORCE MAJEURE**

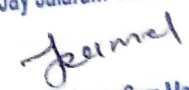
9.1 Neither Party will be liable to the other Party for any loss, damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non-performance of this Agreement or if it is totally or partially prevented in the performance of any of its obligations to the other Party under this Agreement, other than the obligation to make payments by Client as specified under **Schedule - II** of this Agreement, due to a Force Majeure Event, irrespective of any notice being given or not.

**10. TERMINATION**

This Agreement shall stand automatically terminated upon the conclusion of the Term as stated in Clause 3 of this Agreement.

**11. INDEMNIFICATION**


For Jay Jalaram Technologies Limited  
  
 Chairman Cum Managing Director



- 11.1 The Client shall indemnify ITW and its respective successors and assigns, and all of their officers, directors, shareholders, agents, employees and representatives from and against all direct liabilities, actions, claims, suits, proceedings, demands losses, damages, awards, costs and expenses (including reasonable attorneys' fees) from any third party claims, suffered by ITW, arising out of: (i) the Client's representations and warranties failing to be true and correct in all respects, or any breach thereof by the Client of its representations and warranties herein; (ii) any breach of terms and conditions of this Agreement, (iii) any illegal act or omission on the part of the Client or its employees, representatives and/ or contractor; (iv) any infringement of third party intellectual property rights; (v) breach of confidentiality obligations; (vi) misconduct, negligence and fraudulent act by itself or its representatives, employees or contractor; (vii) any claim, damage, loss or prejudice suffered arising out of its association with any third party; or (viii) non-compliance with Applicable Law; or (ix) any claims in connection with the product or services associated with the Brand.
- 11.2 The obligations under this Clause shall survive the expiry or early termination of this Agreement.

## 12. MISCELLANEOUS

- 12.1 **Notice:** Any notice, demands or other communication to be given by one Party to any other Party under, or in connection with, this Agreement shall be made in writing and signed by or on behalf of the Party, giving it and delivered personally or sent by prepaid post with recorded delivery addressed to the authorised signatory at its address given in this Agreement, or by facsimile or via electronic mail at (i) for ITW - [accounts@itwconsulting.in](mailto:accounts@itwconsulting.in); and (ii) for the Client [Kamlesh.thakkar@koremobiles.com](mailto:Kamlesh.thakkar@koremobiles.com).
- 12.2 **Governing Law:** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of Republic of India and shall be subject to the exclusive jurisdiction of the competent courts in Bangalore, India. This Clause 13.2 shall survive expiry and/or premature termination of this Agreement, in accordance with Clause 10.1 of this Agreement.
- 12.3 **Waiver:** Failure to exercise and delay in the exercise of any right, power or privilege hereunder by any Party hereto shall not operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The Rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by Applicable Law.
- 12.4 **Severability:** The Parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by Applicable Law. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.



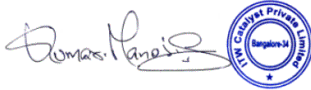
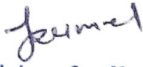
For Jay Jalaram Technologies Limited  
*Kamlesh Thakkar*  
Chairman Cum Managing Director

- 12.5 **Overriding clause:** The Parties hereto agree that in case of conflict between rules, regulations or guidelines framed, from time to time by the Cricket Boards or any statutory/government body or any other controlling or regulating body of cricket, and the Rights conferred upon the Client under this Agreement, then such rules, regulations or guidelines of the Cricket Boards or any statutory/government body or any other controlling or regulating body of cricket shall have overriding and superior rights than under this Agreement. It is further agreed that in such a situation, the Client shall have no claim against the Cricket Boards and/or ITW for damages or loss if any occurred due to such a situation. The Parties agree that in the event of any changes in the laws whether existing or any amendments in the existing laws which may restrict and/or prohibit the exploitation of the Rights with respect to the category of the Brand as contemplated under this Agreement and renders the performance of the obligations as illegal, then the Parties shall engage in good faith negotiation to explore alternate options to exploit the Rights. It is clarified that any non-performance of the obligations by ITW due to such change in laws shall not be construed as a breach in any manner whatsoever.
- 12.6 **Counterparts:** This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. The Parties agree and acknowledge that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" ("pdf") shall be as effective as signing and delivering the counterpart in person.
- 12.7 **Stamp Duty:** The stamp duty payable in relation to this Agreement pursuant to the Applicable Law shall be borne by the Client.
- 12.8 **Relationship:** Notwithstanding anything contained herein, the relationship between the Parties shall be on a principal-to-principal basis and does not and shall not be deemed to make either Party an agent, partner or joint venture partner of the other or any analogous relationship. Neither Party shall act or attempt to act or represent itself, directly or by implication, as an agent of the other Party or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation (binding or otherwise) on behalf of, or in the name of, the other Party or its affiliates.
- 12.9 **Assignment:** The Client agrees that it shall not assign or transfer this Agreement without the prior written consent of ITW. Any purported assignment or transfer of this Agreement by the Client without the ITW's prior written consent will be null and void.
- 12.10 **Entire Agreement:** This Agreement represents the entire Agreement between the Parties in relation to the terms of the matters contained herein and shall supersede and extinguish any previous drafts, agreements or understandings among the Parties (whether oral or in writing) relating to the subject matter herein.

**12.11 Survival:** All provisions of this Agreement which by their very nature are intended to survive the expiry or early termination of this Agreement, shall survive the expiry or early termination of this Agreement in terms hereof.

**12.12 Adverse Publicity:** The Parties hereto agree that during the Term of this Agreement and or even after the expiry of the Term of this Agreement, either Party shall not issue any statements resulting in any harm to the image of the other Party in any manner whatsoever.

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties hereto on the day and year first above written.

On behalf of <b>ITW Catalyst Private Limited</b>	On behalf of <b>Jay Jalaram Technologies Limited</b>
	<p>For Jay Jalaram Technologies Limited</p>  Chairman Cum Managing Director
<u>Authorized Signatory</u> Name: <b>Mr. Kumar Manoj S.</b> Designation: <b>GM - Finance</b>	<u>Authorized Signatory</u> Name: <b>Mr. Kamlesh Thakkar</b> Designation: <b>Chairman and Managing Director</b>



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**SCHEDULE – I****DESCRIPTION OF EVENT AND MATCH SCHEDULE****India Tour of Ireland, 2023**

<b>Date</b>	<b>Match details</b>	<b>Venue</b>
18 <sup>th</sup> August 2023	Ireland vs India, 1 <sup>st</sup> T20I	The Village, Dublin
20 <sup>th</sup> August 2023	Ireland vs India, 2 <sup>nd</sup> T20I	The Village, Dublin
23 <sup>rd</sup> August 2023	Ireland vs India, 3 <sup>rd</sup> T20I	The Village, Dublin

Note: The schedule and venue of the Event is tentative, and may be subject to change at the sole discretion of the Cricket Board.

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For Jay Jalaram Technologies Limited  
  
Chairman Cum Managing Director

Privileged &amp; Confidential

**SCHEDULE - II****DETAILS OF DELIVERABLES, RIGHTS AND PAYMENT TERMS****1. Deliverables:**



1.	Brand logo on the Cricket Ireland team: Playing Kit - Leading Arm (64.55sq cm)
2.	Digital HD sight screen branding: Up to 3 overs in a T20 Match i.e., if all the overs are bowled (40 Overs per T20 Match)
3.	Static perimeter boards - 1 board
4.	Match tickets*
5.	Logo on backdrops (shared) *

**2. Rights:**

1.	To use Player Imagery (in a manner stipulated by the Cricket Boards and subject to the Cricket Boards' approval) *
2.	To use Cricket Ireland logos and Marks *
3.	Social media posts (to be mutually agreed upon between the Parties, in writing (emails permitted)) *
4.	To have the Client's logo placed on the Cricket Ireland website ( <a href="https://www.cricketireland.ie/">https://www.cricketireland.ie/</a> )

\* **Subject to approvals laid by relevant authorities****Note:**


- (i) ITW does not guarantee the extent of visibility on any media platforms. It completely depends on the nature of the game in every Match and is subject to standard media broadcast coverage conditions.
- (ii) The Event(s), including any press conferences and award ceremonies, as specified herein shall be held subject to COVID-19 protocols, the guidelines of the International Cricket Council, the Cricket Boards, and Applicable Laws.
- (iii) Any public announcements, promotions, contests and/or use of the Cricket Ireland Marks shall at all times be subject to the prior written approval of the Cricket board / ITW.
- (iv) Cost of cheer materials, branded placard, customized award (branded cheque), prize money, costs relating to any video production, TVC, creatives, virtual meet & greet or any additional requests (as confirmed by Cricket Ireland) etc. if applicable are not included in the Fee. The same has to be borne by the Client in addition/separately.

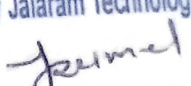
 

For Jay Jaram Technologies Limited  
  
 Chairman Cum Managing Director



**SCHEDULE - III****FEE AND PAYMENT TERMS FOR FACILITATION OF RIGHTS**

1. In consideration of the facilitation of Rights by ITW in favour of the Client, the Client agrees to pay to ITW, a sum of **INR 17,00,000/- (Indian Rupees Seventeen Lakhs Only)** plus the applicable taxes ("**Fees**"). The Fees shall be payable in full, on or before the execution of this Agreement, by way of bank transfer, cheque or DD.
2. In the event of payment by a Post-Dated Cheque ("**PDC**"), the Client undertakes to maintain sufficient balance in the bank account of the Client towards clearance of the PDC issued to ITW. The Client further agrees and acknowledges that it is aware of the compliance requirements under guidelines with respect to Positive Pay System for Cheque Truncation System as notified by Reserve Bank of India from time to time ("**Positive Pay Compliance**"). In this regard, the Client confirms that it has and shall perform all such acts as required to achieve the Positive Pay Compliance, including the submission of written intimation to the drawee bank of the required details for verification of the PDC issued to ITW. Without prejudice to the foregoing, in the event of dishonor of any such cheque(s) for the Fee(s), ITW may at its discretion require the Client to pay by way of bank draft, pay order, direct debit wire transfer or manager's cheque, payable immediately on receipt of notice in this regard from ITW. ITW shall exercise such discretion without prejudice to its rights and remedies under law and this Agreement and acceptance of such bank draft, pay order or manager's cheque in lieu of any such cheque that has been dishonored shall not amount to a waiver, acquiescence or estoppel on ITW's part to take appropriate action under law.
3. **Additional terms & conditions for the Rights:**
  - a. Client shall provide ITW with all the necessary creative briefs on time as required by ITW. The Client will be responsible to provide the required artwork design. Client confirms that it shall deliver the art work / creative's no later than 20 (twenty) days before the first Match of the Event (unless otherwise agreed between the Parties in writing) in order to avail the Rights. Any delay and/or failure by the Client to provide the necessary creative briefs/artwork design may impact the enjoyment of the Rights by the Client and ITW shall not be liable to compensate the Client for any loss in this regard.
  - b. Client hereby authorises ITW and Cricket Ireland to use the Client Marks in relation to the delivery of the Rights, including in respect of the reproduction of the Client Marks on the 'team kit' and replicas thereof and shall grant to ITW a non-exclusive, royalty-free licence in perpetuity to use the Client Marks as contemplated by this Clause.
  - c. Client agrees and consents to the use and reproduction by or on behalf of Cricket Ireland of the Client Marks and any audio, visual and/or audio-visual or electronic recordings of the same, by all or any means and in all or any form of media whether now known or hereafter to be invented throughout the world in perpetuity for the purposes of advertising, merchandising,


For Jay Jalaram Technologies Limited  
  
Chairman Cum Managing Director


- publicity and otherwise in relation to the exploitation of such audio, visual and/or audio-visual or electronic recording.
- d. All exercise of the Rights, all advertising/promotional materials and each use by or on behalf of the Client of the sponsor designations, the Cricket Ireland Marks and/or Player Imagery shall be subject to the following approvals process:
- i) Client will submit to ITW for its prior written approval representative samples or artwork or product specifications accurately illustrating all advertising/promotional materials prior to the proposed issue of the same;
  - ii) Client shall not manufacture, distribute, issue, publish, circulate or otherwise make use of any advertising/promotional materials without the prior written approval of ITW;
  - iii) If the Client submits any sample, artwork or product specification depicting any advertising/promotional materials which is approved as provided above, the Client shall ensure that such advertising/promotional materials do not deviate from the sample, artwork or product specification approved by or on behalf of ITW, and shall submit further representative samples of such advertising/promotional materials for approval whenever reasonably requested to do so by ITW; and
  - iv) In the event any advertising/promotional material(s) fail to conform to any approved representative sample, artwork or other submission, Client shall forthwith upon notice from ITW withdraw any and all such advertising/promotional material(s) from circulation immediately.
  - v) It is hereby agreed that all promotional material shall at all times be subject to final approval of Cricket Ireland.

For Jay Jalaram Technologies Limited  
  
Chairman Cum Managing Director

**SCHEDULE IV  
CLIENT LOGO**



*Thomas Kani*  


For Jay Jalaram Technologies Limited  
*Jalaram*  
Chairman Cum Managing Director