

August 05, 2024

Travel Food Services Limited

1st Floor, Block A South Wing, Shiv Sagar
Estate, Dr. Annie Besant
Road, Worli, Mumbai Suburban,
Maharashtra, 400018

GST: 27AADCB2762L1ZI

PAN: AADCB2762L

Dear Sir,

Re: Appointment as the Advertising & PR Agency for your Public Issue (IPO)

With reference to our discussions on the above, we are pleased to offer you our services as an Advertising and PR Agency for your proposed IPO.

The appointment takes effect as and from the date of this agreement. The terms and conditions of the appointment are as follows:

1. The Agency will furnish the clients, inter alia, the following services with the objective of building the corporate image of the company and marketing the IPO.

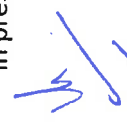
- a) Research and Analysis.
- b) Strategic Planning
- c) Creative & Designing
- d) Media Planning & Placement
- e) Print and Production
- f) Corporate Public Relations
- g) Issue Public relations
- h) Roadshow Management
- i) Media monitoring/tracking for the company
- j) Crisis management if any

2. The company shall pay a fee of Rs. 22,00,000/- (Rupees Twenty-Two Lakh Only) + GST as PR fees for the purpose of forthcoming Public Issue, payable as under:

- a) Rs 4,00,000/- (Rupees Four Lakh Only) + GST on signing of the Agreement.
- b) Rs 6,00,000/- (Rupees Six Lakh Only) + GST on filing of the DRHP.
- c) Rs 6,00,000/- (Rupees Six Lakh Only) + GST on filing of the RHP.
- d) Rs 6,00,000/- (Rupees Six Lakh Only) + GST on listing of shares.


The PR Assignment is for a period of 12 months or Listing of the shares, whichever is earlier. An additional fee of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) + GST per month will be payable to us thereafter for continuation of Media monitoring/tracking to issue final Media Compliance report.

3. The Agency will buy advertising time, space and material on the Company's behalf on instructions or approvals. The Company shall honor the Agency's commitments arising out of any such contracts or agreements entered into by the Agency on the Company's behalf. The agency shall be entitled to the standard media commission from the Publishers and media houses, in respect of advertisement placed in press, electronic and all other media.


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4. The Company shall make every effort to put instructions and approvals in writing. Where those are conveyed orally, the Agency is required to confirm them in writing to avoid disputes. In the absence of a signed and approved estimate, letters, emails and/or minutes of meetings to confirm the placement of advertisements in any media will be treated as an official sanction and authority from the Company to incur liability on their behalf.
5. All advertisements will carry key number of the Agency and will be released through us.
6. Cancellations or revisions requested by the Company in writing will be subject to the terms and conditions mentioned in this agreement and the Company will indemnify the Agency for all costs committed by the Agency till the time of suspension/cancellation. However, in cases wherein the Agency is not affected financially on such cancellation and suspensions, the Company shall not be liable to pay the costs mentioned above.
7. Where the Company specifically requires any member of the Agency staff to travel in connection with its advertising / publicity programme, it is agreed that the Air/other fares, as well as expenses towards boarding and lodging shall be borne by the Company. All the materials will be charged extra.
8. The Company agrees that the Agency's bills will be paid either by Bank Transfer (RTGS/ NEFT), demand draft or cheque payable at Mumbai, within 30 days from date of publication. If there is a delay in payment the Agency will charge an interest of 18% p.a. (Eighteen Percent Per Annum).
9. All bills submitted according to the terms and conditions of this agreement shall be settled by the Company within the periods stipulated in each case, under the above Clause. It shall be incumbent on the Company to draw the attention of the Agency to any discrepancies within 10 days of the receipt of the bills. In the absence of any such notice being given to the Agency, it shall be presumed that the bills have been accepted by the Company.
10. Whenever the Agency is required to make advance payments on behalf of the Company, these shall be paid by the Company similarly in advance. The Agency shall execute such works only after receiving advance payments and against signed and approved estimates.
11. The Company shall not appoint any other agency to handle the publicity and promotion specific to the IPO during the engagement period of the Agency. Any Advertisements and/or Public Relation release in any media, directly or indirectly where the company's name and logo appear, will null and void the Media Compliances Report and Indemnity to the BRLM(s) and to the Company.
12. Confidentiality: All information whether written or oral acquired from either Company or Merchant Bankers in connection with the assignment shall be kept confidential and shall be used solely and exclusively for the assignment. All such information shall be approved in writing by the company's merchant banker prior to its release to the media. Company's authorization shall not be required for the same.
13. Arbitration: All disputes or differences touching or concerning the agreement whether the agreement subsists or has been terminated shall be referred to arbitration under the Indian Arbitration Act, 1996 or any statutory modifications thereof in force and all proceedings in relation thereto shall take place at Mumbai.


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14. Indemnity: You will keep The Agency duly indemnified against any cost, loss or damage including incidental costs, which The Agency may incur or sustain as a consequence of any claim, demand, action or proceedings, by any persons, based upon actions taken by the Agency on your behalf and such indemnity shall remain in full force and effect until the extinction of possibility of any such claim or actions.

15. Limitation of Liability: If due to war, strikes, lockouts, fire blockade, riots, floods, natural calamities, acts of God or other obstacles or unforeseen circumstances beyond its control, The Agency is unable to complete assignments in the manner and time as mutually agreed, then it shall not be held responsible for any loss or damage which may be caused or sustained as a consequence.

Please confirm acceptance of these terms by signing and returning a copy of this appointment letter for our records.

Thanking you,

Yours faithfully,
For Concept Communication Limited

Mr. Ravi Mehra
Executive Director

Accepted
For Travel Food Services Limited



Vikas Kapoor
Chief Financial Officer

(Rubber stamp/seal)

(Rubber stamp/seal)